

# **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**

**JANUARY 1, 2008 - DECEMBER 31, 2010**

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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, 2008 and will cease December 31, 2010.

## **ARTICLE 2**

### **RECOGNITION**

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#### **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

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### 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

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### 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

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### 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

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### 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

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### WAGES

The parties agree on an incremental salary schedule plan (see attachment) for 2008 - 2010.

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, 2008 the salary schedule in effect on December 31, 2007 Step 1 through Step 6 shall be increased by 3.0%
- B. Effective January 1, 2009 the salary schedule in effect on December 31, 2008 Step 1 through Step 6 shall be increased by 3.25%
- C. Effective January 1, 2010 the salary schedule in effect on December 31, 2009 Step 1 through Step 6 shall be increased by 3.5%
- D. The steps indicated on the salary schedule are for completed years of service effective on the employee's anniversary date.

#### SECTION 2: LONGEVITY

- A. Effective January 1, 2008 longevity steps 8 – 28 shall not be increased by the Cost of Living Increase.

- B. Effective January 1, 2009 longevity steps 8 – 28 shall be as follows:

Longevity step 8.....\$632.00  
Longevity step 12...\$1,333.00  
Longevity step 16...\$2,000.00  
Longevity step 20...\$3,100.00  
Longevity step 24...\$3,870.00  
Longevity step 28...\$4,643.00

- C. Effective January 1, 2010 longevity steps 8 – 28 shall be as follows:

Longevity step 8.....\$700.00  
Longevity step 12...\$1,500.00  
Longevity step 16...\$2,250.00  
Longevity step 20...\$3,400.00  
Longevity step 24...\$4,250.00  
Longevity step 28...\$5,100.00

- D. 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, with the exception of those employees at Golden Hill Health Care Facility. Employees at GHHCC shall maintain the current practice pertaining to the payment of shift differential through December 31, 2010 at which time the current practice shall expire and employees at GHHCC shall be paid shift differential in accordance to this Section of the Agreement.

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).

### **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 Legislature 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. This guarantee shall not apply to work which runs into or immediately follows the normal day or shift.

### **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. Effective January 1, 2009, the annual allowance for health personnel covered hereunder who are legally required to wear uniforms on the job shall be increased to \$225.00. Effective January 1, 2010 the annual allowance shall be increased to \$250.00.
- C. Effective January 1, 2009, all security personnel required to wear a uniform shall receive \$425.00 annually in two equal payments in January and July of each year. Effective January 1, 2010, 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. Laundry personnel in the Golden Hill Health Care Center shall be furnished coveralls at no

cost to the employees.

- E. OSHA Safety Shoes must be worn by designated employees. The County will provide an annual safety shoe allowance of \$100.00. Effective January 1, 2009 the shoe allowance shall be increased to \$125.00. This is for maintenance/highway titles and automotive mechanics (excluding housekeeping/cleaning personnel) in the Department of Public Works, Ulster County Area Transit, Purchasing Department, Golden Hill Health Care Center 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.
- F. The County will provide to Bus Drivers at no cost to the employee, nylon shells, hats plus one pair of rain pants.
- G. 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.

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### **SECTION 3: MEAL ALLOWANCE**

Effective upon the signing of this Agreement, 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.

### **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

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### 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 workings 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. Employees at Golden Hill Health Care Center whose normal work week includes Saturday and/or Sunday shall be granted two days off each week, but not necessarily two consecutive days off.

#### SECTION 4: ALTERNATE WEEKENDS

The County shall provide alternate weekends off for regular full-time employees of Community Corrections, E-911 and Golden Hill Health Care Center.

#### 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 Chair of the Legislature, or as a result of an unsafe condition as determined by the Chair of the Legislature, employees shall be released from work without charge to accruals. Employees who were not scheduled to work or who were required to work shall receive no additional compensation, including compensatory time until after the employees regularly scheduled hours of work. This shall not apply to employees who are required to work overtime, including the Department of Public Works, Golden Hill Health Care Center, E-911 or Community Corrections.

## **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 Community Corrections, Fire Control/911 and Golden Hill Health Care Center 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 Community Corrections, Fire Control/911 and Golden Hill Health Care Center shall work a normal staffing schedule on floating holidays.

### **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 Community Corrections, Fire Control/911 and Golden Hill Health Care Center 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.

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### **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 53<sup>rd</sup> 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, other than those having permanent status, terminated for cause, 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, with the exception of those employees employed at Golden Hill Health Care Center. GHHCC employees shall be paid out for unused personal leave on their 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, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, brother-in-law, sister-in-law, grandchildren, stepchildren, or any person residing in the immediate household of the employee.

## ARTICLE 13

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### 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 (Davis Vision Premier Platinum) plans, providing benefits in accordance with the carrier contracts and the applicable schedules therein.

- A. For the life of this Agreement, the County shall pay the \$500.00 inpatient hospital co-pay for employees and dependents upon submission of the hospital bill.
- B. Effective January 1, 2009, employees shall be eligible for the County's vision care plan (Davis Vision Premier Platinum Plan).
- C. Effective with the 2009 open enrollment period, 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.
- D. 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.
- E. Employees hired on or after 1/1/94 shall contribute 15% of the family or individual 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 endeavor to establish a Flexible Spending Account (IRS Flex 125 Plan), with County limits and procedures to be established.

## ARTICLE 14

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### 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 with the exception of Golden Hill Health Care Center. At GHHCC, seniority in title shall be the governing factor in the assignment of overtime, shift assignments, holidays, personal leave and in the selection of vacations.

#### 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.

#### 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**

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### **TENURE**

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.

## **ARTICLE 16**

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### **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.

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## **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**

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### **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, if applicable. No employee will be required to work in a higher classification for more than 20 work days per year. During said 20 days, employees shall receive a differential of \$.20 per hour for each hour worked in such higher classification (title).
- 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

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### 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

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### 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

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### 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 Legislature.

### **SECTION 4: UNION LEAVE OF ABSENCE**

The Chairman of the Legislature may grant an appropriate leave for anyone elected or appointed to a state CSEA position which is reimbursable by CSEA.

## **ARTICLE 21**

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### **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**

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### **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

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### 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 \$40,000) is administered by the Labor/Management Committee.
- B. Effective January 1, 2009, the Tuition Reimbursement Program shall be increased to \$50,000.
- C. Effective January 1, 2010, the Tuition Reimbursement Program shall be increased to \$60,000.

## ARTICLE 24

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### 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, 2008 and shall continue until the close of business December 31, 2010.

**In Witness whereof**, the parties hereto have caused this Agreement to be signed by their duly authorized officers, this \_\_\_ day of \_\_\_\_\_, 2008.

**COUNTY OF ULSTER:**

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

\_\_\_\_\_  
**DAVE DONALDSON, CHAIRMAN  
ULSTER COUNTY LEGISLATURE**

\_\_\_\_\_  
**MILTON T. GILBERT  
UNIT PRESIDENT**

\_\_\_\_\_  
**HOWARD BAUL  
LABOR RELATIONS SPECIALIST**

## **SCHEDULE A**

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### **TITLES INCLUDED IN GRADE**

#### **GRADE 1**

Aging Services Aide  
Aging Services Worker  
Community Corrections Aide  
Community Services Aide  
Community Services Representative  
Food Service Helper  
Laundry Worker  
Parking Lot Attendant  
Photocopy Attendant

#### **GRADE 2**

Cleaner  
Housekeeping Aide  
Laundry Worker/Driver

#### **GRADE 3**

Clerk  
Database Clerk/Typist  
Home Health Aide  
Leisure Time Activities Aide  
Physical Therapy Aide  
Restorative Aide  
Senior Food Service Helper  
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

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## **GRADE 5**

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

## **GRADE 6**

Account Clerk  
Account Clerk/Typist  
Assistant Cook  
Automotive Mechanic Helper (except DPW)  
Building Maintenance Worker I  
Certified Nursing Assistant  
College Secretary I  
HEAP Aide  
Instructional Media Assistant  
Library Clerk  
Library Typist  
Records Clerk  
Secretary I  
Senior Aging Services Aide  
Senior Leisure Time Activities Aide  
Ward Clerk

## **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  
Pharmacy Clerk  
Phlebotomist  
Print Shop Clerk  
Senior Clerk  
Senior Transcribing Typist  
Senior Typist  
Stock Clerk (GHHCC)

**GRADE 8**

Bus Dispatcher  
Bus Driver  
Bus Driver/Dispatcher  
Community Corrections Residence Supervisor  
Cook  
Data Entry Operator  
Data Entry Operator/Typist  
Housekeeping Supervisor Trainee  
Inventory Control Assistant  
Library Assistant  
Machine Operator  
Machine Operator (Information Services)  
Motor Vehicle Cashier  
Nursing Administration Secretary  
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  
Child Support Specialist  
College Secretary II  
Electrical Maintenance Worker  
Expeditor  
Infirmary Security Guard  
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  
Support Investigator  
Telephone Maintenance Worker  
Veterans Service Assistant

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## **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  
Computer Operator Trainee  
Compensation /Disability Claims Examiner  
Coordinator, Physically Handicapped Children's Program  
Financial Aid Assistant  
Head Bus Driver (UCAT)  
Housekeeping Supervisor  
Information Technology Supervisor  
Legal Secretary to the District Attorney  
Legal Stenographer  
Licensed Practical Nurse (OFA)  
Medical Secretary  
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 Inventory Control 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  
Audio Visual Technician  
Bldg Maintenance Specialist  
Building Maintenance Supervisor  
Campus Maintenance Specialist  
Community Relations Assistant  
Computer Operator  
County Archivist  
Director of Volunteer Services  
Electronics Technician/Mechanic  
Emergency Services Dispatcher PT  
Environmental Management Program Assistant  
Head Cook  
Heating and Ventilating Building Maintenance Specialist  
Legal Aide  
Licensed Practical Nurse (GHHCC)  
Principal Account Clerk  
Principal Library Clerk  
Public Auction Specialist  
Public Health Technician  
Records Technician  
Senior Child Support Specialist  
Senior Personnel Assistant  
Senior Resource Assistant  
Senior Security Guard  
Senior Support Investigator  
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)  
Assistant Director Emergency Management/Civil Defense  
Building Examiner/Safety Inspector  
Campus Administrative Assistant  
Campus Administrative Assistant/Stenographer  
Campus Administrative Assistant/Typist  
Coordinator of Group Sales & Marketing  
Dietetic Technician  
Early Intervention Specialist Trainee

Emergency Services Dispatcher  
Employment and Training Assistant  
Employee Benefits Specialist  
Field Service Technician Trainee  
Head Clerk  
Lead Automotive Mechanic (except DPW)  
Office Assistant  
Paralegal Assistant  
Planning Technician  
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 Compensation/Disability Claims Examiner  
Senior Legal Stenographer  
Senior Licensed Practical Nurse (GHHCC)  
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

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### **GRADE 13**

Assistant Fiscal Manager  
Assistant Program Manager  
Caseworker Trainee  
Coding Analyst  
Consumer Advocate  
Deputy Alternative Sentencing Program Coordinator  
Disability Program Navigator  
Early Intervention Specialist  
Electrical Construction & Maintenance Supervisor  
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  
Heating, Plumbing, Air Conditioning Specialist

Junior Accountant  
Land Manager  
Maintenance and Construction Supervisor  
Managed Care Specialist  
Payroll Supervisor  
Principal Child Support Specialist  
Principal Support Investigator  
Resource Unit Coordinator  
Senior Building Examiner/Safety Inspector  
Senior Building Maintenance Specialist  
Senior Computer Operator  
Senior Emergency Services Dispatcher  
Senior Public Auction Coordinator  
Social Services Investigator  
Social Work Assistant  
Tax Collection Supervisor  
Technical Asset Coordinator  
WIC Program Nutritionist  
Work Force Development Coordinator

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#### **GRADE 14**

Case Manager  
Caseworker  
Chemical Dependency Assistant  
Child Assistant Program Coordinator  
Computer Applications Programmer Trainee  
Cook-Manager  
Counselor II  
Crime Victim Counselor  
Defender Based Advocate  
Deputy Safety Officer  
Dietetic Services Supervisor  
Employee Benefits Coordinator  
Family Court Supervisor  
Food Stamp Coordinator  
Management Analyst Trainee  
Mental Health Nurse  
Occupational Therapy Assistant  
Physical Therapy Assistant  
Preschool Program 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

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

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## **GRADE 15**

Accountant  
Assistant Director of Maintenance  
Assistant Projects Manager  
Assistant to the Medical Examiner  
Chief Account Clerk  
Chief Social Services Investigator  
Coordinator of Child Support Enforcement  
Customer Support Representative  
Early Intervention Coordinator  
Evaluative Analyst I  
Fleet Maintenance Coordinator  
Head Nurse  
Head Social Welfare Examiner  
Leisure Time Activities Director  
Medical Billing Coordinator  
Occupational Therapist  
Paralegal  
Payroll Coordinator  
Probation Officer  
Public Health Nurse  
Public Health Sanitarian  
Real Property Information Systems Specialist  
Resource Unit Administrator  
Senior Caseworker  
Senior Caseworker (GHHCC)  
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  
Court Reporter  
Court Stenographer  
Dietitian  
Geographic Information System Coordinator  
Infection Control Nurse  
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  
Supervising Nurse  
Telecommunications Systems Coordinator  
Transportation Planner  
WIC Program Coordinator

**GRADE 17**

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

**GRADE 18**

Associate Public Health Sanitarian  
Chief Clinical Dietitian  
Computer Applications Programmer  
Evaluative Analyst Programmer  
Fiscal Officer  
Mental Health Systems Supervisor  
Projects Manager II  
Psychiatric Nurse  
Public Health Engineer Trainee  
Senior Occupational Therapist  
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  
Senior Engineer  
Systems Analyst  
Technology Team Leader

**GRADE 21**

Occupational Therapy Coordinator  
Principal Transportation Planner  
Senior Public Health Engineer  
Surveyor

**GRADE 22**

Environmental Engineer  
Psychologist II  
Staff Psychologist

**GRADE 23**

Physical Therapy Coordinator

**GRADE 24**

Psychologist III

**GRADE 25**

Psychiatric Nurse Practitioner

## **SCHEDULE B**

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### **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

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**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

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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.

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

## APPENDIX A

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### 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 may 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

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### 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.
- 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

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### 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.