

5/26/2021

MEMORANDUM OF 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

The January 1, 2017 through December 31, 2019 Collective Bargaining Agreement is hereby modified as follows. All other provisions remain unchanged except modification of dates where applicable. The Memorandum of Agreement is subject to ratification/approval by the respective parties.

1. **Term of Agreement.**

January 1, 2020 – December 31, 2024.

2. **Wages.**

Effective 12/31/2020 – DPW Salary Schedule increased by \$5.70 across the board before the wage increases below are applied (non-retroactive).

Effective 12/31/2020 – the salary schedule Step 1 – 6 increased by 3.5% (non-retroactive).

Effective 4/1/2021 – the salary schedule Step 1 – 6 increased by 3.5%.

(Retroactive pay shall be from 4/1/21 forward and shall be made to employees on the payroll as of the date of ratification by the County or those employees who retired with a pension between 4/1/21 and the date the retroactive payment is made by the County).

Effective January 1, 2022 - the salary schedule steps 1-6 shall be increased 2% plus \$.25.

Effective January 1, 2023 - the salary schedule steps 1-6 shall be increased 2% plus \$.25.

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Effective January 1, 2024 - the salary schedule steps 1-6 shall be increased 2% plus \$.25.

3. **Article 7, Section 2, Longevity. [Need to discuss how implemented]**

Effective January 1, 2022, each longevity step shall be increased by \$300.00, prospectively.

Effective January 1, 2024, each longevity step shall be increased by \$300.00, prospectively.

4. **Article 7, ADD a new Section to provide that:**

“Employees who are regularly assigned to the Fair Street County Office Building shall be reimbursed up to \$300.00 annually, payable \$75.00 per quarter, at the beginning of each quarter (on or about January 1, April 1, July 1, and October 1 of each year). In order to be eligible for the reimbursement, the employee must submit the appropriate attestation and verification. This provision shall be effective January 1, 2022. The parties shall meet to establish the appropriate procedure and the appropriate forms which are to be submitted. This provision shall not apply to employees who are otherwise provided free parking for the entire year.”

5. **Article 3, Section 1 shall be modified to read as follows:**

The County shall deduct from the wages of union members and remit, within 30 days of the deduction, to the CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and other authorized deductions for those union members who sign such authorization permitting such payroll deductions.

6. **Article 3, Section 2 – Delete Agency Fee and Replace with:**

“The County shall provide the Union, in January of each year, with a list containing the name, job title, union dues status and date of employment of each bargaining unit employee. The County shall, as soon as practicable, notify the Unit President, or designee, if there is a change to the dues and/or membership status of a bargaining unit member.”

7. **Article 9, Section 2 (A) shall be modified to read as follows:**

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

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determine the number of uniforms. Employees who are provided uniforms shall be required to wear such uniforms and to properly maintain them. As soon as practicable after ratification of the agreement, but no sooner than 9/1/2021, full-time college housekeeping/cleaning employees shall be provided with 11 uniform t-shirts and part-time and less-than-half-time employee shall be provided with 6 uniform t-shirts.

8. **Article 9, Section 2 (D).**

“Effective January 1, 2022, the safety shoe allowance shall be increased by \$50.00 to \$200.00 annually.”

ADD a new sentence to provide:

“As per the current practice, an employee shall be paid the shoe allowance directly, without submission of a receipt, if shoes are not obtained through a County merchant voucher system.”

9. **Article 9, Section 4,** shall be modified to provide that:

“Effective January 1, 2022, the meal allowance for employees in the Department of Public Works shall be increased by \$2.00 to \$12.00.”

10. **Article 10, Section 7, Emergency Closings** shall be modified by adding the following after the last sentence:

“However, an employee assigned to E911, who reports to work during a declared State of Emergency, shall receive compensatory time off for the full extent of the shift that employee was scheduled and actually worked, regardless of when the State of Emergency is terminated by the Executive.

The parties agree that this section shall apply to weather-related situations or other short-term emergency situations when the County Executive closes County operation.”

11. **Article 11, 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, including the Department of Public Works.”

Add:

“E-911 employees when required to work on a holiday, such employee shall be compensated at the overtime rate for all hours worked. In addition, E-911 shall maintain a bank of holidays equal to the 14 contractual paid holidays, to be utilized by employees throughout the year. Any unused holidays shall be paid out.” e# 1/1/2022

12. **Article 12, ADD new provision to provide as follows:**

“SECTION 13. VOLUNTEER FIRST RESPONDER LEAVE

A Volunteer Fire and/or EMS employees shall not suffer any loss of pay and/or leave accruals as a result of being absent from work and/or reporting late to work due to participation in an emergency fire and/or EMS call that occurs prior to and leads into their scheduled shift.

In addition, a Volunteer Fire and/or EMS employee shall not suffer any loss of pay and/or leave accruals, and shall be permitted to respond during work hours, to any second alarm calls, within their district, with the approval of the Department Head.

Claimed violations of this section shall not be subject to the grievance procedure.”

13. **Article 12, Section 5, Sick Leave shall be modified to read as follows:**

“Employees cannot accrue more than 165 sick days. Employees who retire (eligible to collect pension) will be paid out for up to a maximum of 100 accrued sick days and for all vacation time. Sick days in excess of 100 days can be applied to Section 41j of the NYS Retirement Plan. Employees, who resign, will be paid out for accrued vacation time only.”

14. **Article 12, Section 8, paragraphs A and B shall be modified to read as follows:**

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 second pay period in November 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 second pay period in November of each year, each employee must maintain 60 days of accrued sick leave to be eligible.

15. **Article 12, Section 12, Bereavement Leave** shall be amended to read as follows:

“In the event of a death in the immediate family, an employee shall be allowed five bereavement days with pay for each such death. The immediate family shall be defined as: spouse/significant other, child, or parent.

In the event of a death in the secondary immediate family, an employee shall be allowed three bereavement days with pay for each such death. The secondary immediate family shall be defined as: 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.

For clarification, the bereavement leave of 3 or 5 days, as outlined above, shall give the employee the ability to choose to use those bereavement days consecutively, beginning the date of the death forward. Should memorial and/or funeral services be at any other time beyond the 3 or 5 days following the date of the death, the employee may choose to save some, or all, of those bereavement days for the memorial and/or funeral services. In any event, the employee shall be entitled to the specified number of days in full, with paid time off, regardless of their schedule or status (FT, PT, LTHT).”

16. **Article 13, Section 5** shall be modified to provide that:

“Employees who retire from the County with six years of County service shall be eligible for retiree health, dental and vision insurance. Employees who retire from the County with six (6) years of County service, the County shall pay 50% of the premium cost and the employee shall be 50% of the premium cost. Employees who retire from the County with ten (10) years of County service, the County shall pay 60% of the premium cost and the employee shall be 40% of the premium cost. Employees who retire from the County with fifteen (15) years of County service, the County shall pay 65% of the premium cost and the employee shall be 35%.

17. **Article 13, Section 7, Flexible Spending Account.**

The County will provide a Flexible Spending Account (IRS Flex 125 Plan), and employees shall be able to participate up to the maximum limits allowed by the IRS with, as the current practice, employees covering all administrative and participation costs of the program.

18. **Appendix C – Less than Half-Time Agreement.**

DELETE paragraph 9 and replace with the following:

“All regularly scheduled less than half-time employees shall accrue sick leave in proration of hours, based on the actual hours worked each month. Employees shall be permitted to use their sick leave accruals in the same capacity as full-time employees.”

19. **Appendix C – Less than Half-Time Agreement.**

ADD new provision to provide:

“Regularly scheduled less than half-time employees working in a title or position where the permanent employees receive a uniform and/or shoe allowance, shall receive that same uniform and/or shoe allowance in proration, based on the regular hours worked. For example, an employee working half the hours of full time would receive half of the allowance.”

20. **Appendix C – Less than Half-Time Agreement.**

ADD new provision to provide:

“A less than half-time employee who is scheduled to work, but does not report to work on a day when the County and/or the College closes due to inclement weather, or other weather related or other short term emergency where the employee is not required to report, shall be paid for the hours that employee was scheduled to work that day.”

21. **Appendix C – Less than Half-Time Agreement.**

ADD new provision to provide that:

“The provisions of Article 21 (Jury Duty and/or Court Appearance) shall apply to a less than half-time employee who is scheduled to work on a day they are required to report to Jury Duty and/or Court, as outlined in Article 21.”

22. **CPS On-Call Side Agreement.**

Modify meal allowance to provide \$12.00 effective January 1, 2022.

23. **Article 8, Section 5, Probation Comp Time.**

DELETE provision.

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24. **Article 8, Section 3, Meal Allowance.**

Change Appendix F to Appendix E.

25. **Article 11, Section 2, Floating Holiday.**

Change Appendix G to Appendix F.

26. **Article 13, Section 2, Health Insurance.**

The County shall provide for health (currently, Empire Blue Cross PPO, Empire Blue Cross PPO25 and Empire Blue Cross POS), (currently, Met Life Dental) and vision care (Davis Vision) plans, providing benefits in accordance with the carrier contracts and the applicable schedules therein.

C. Employees hired on or after 1/1/94 shall contribute 15% of the applicable health insurance premium and shall contribute this same percentage toward dental and vision.

D. Employees hired after September 19, 2012, shall contribute 20% of the applicable health insurance premium and shall contribute this same percentage toward dental and vision.

27. **Article 14, Section 2, Breaks in Service.**

ADD provision to provide that:

“Effective upon ratification, employees who resign from the County and return to the County in a different position return with a new hire date. Employees who are reinstated to the same position within the year maintain their original seniority date.”

28. **Article 14, Section 5, Seniority for Vacancies/Promotions.**

Modify to provide that preference shall be given to the senior most qualified employee in the filing of permanent labor and non-competitive class positions.

Competitive class positions shall be filled pursuant to the Civil Service Law and shall not be subject to this senior most qualified vacancy language for the purposes of grievances.

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29. **Schedule A.**

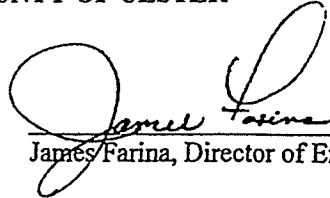
Update to reflect new and reallocated titles.

Add: Child Support and Special Investigation titles with an "A" designation

Dated: May 26, 2021

COUNTY OF ULSTER

By:



James Farina, Director of Employee Relations

Dated: May 26, 2021

**CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO
ULSTER COUNTY UNIT 8950
ULSTER COUNTY LOCAL 856**

By:



Howard Baul, Labor Relations Specialist