

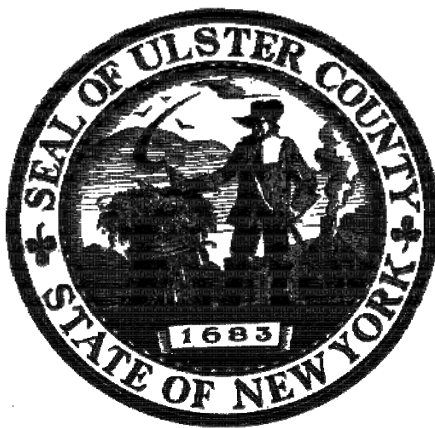
AGREEMENT

by and between the

COUNTY OF ULSTER

and the

ULSTER COUNTY STAFF ASSOCIATION



JANUARY 1, 2006 - DECEMBER 31, 2010

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ARTICLE 1

PREAMBLE

The County of Ulster, hereinafter referred to as the "County" and the Ulster County Association, hereinafter referred to as the "Union" or "UCSA", 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 conditions for the life of this contract, and unless provided otherwise herein shall continue pursuant to the provisions of the Taylor Law.

ARTICLE 2

RECOGNITION

SECTION 1:

The County of Ulster agrees that the Union shall be the sole and exclusive representative for all benefited employees set forth in Appendix A for the purpose of collective bargaining and grievances. The period of unchallenged representation status for this Union shall be as set forth by Civil Service Law.

SECTION 2:

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.

SECTION 3:

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.

ARTICLE 3

DUES DEDUCTION and AGENCY SHOP FEE

SECTION 1: DUES DEDUCTION

The County shall deduct from the wages of employees and remit to the UCSA, 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 UCSA, the amount equivalent to the dues levied by UCSA and shall transmit the sum so deducted to UCSA.

Pursuant to the provisions of paragraph (b) of Subdivision 3 of Section 208, UCSA 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. The Union shall assume full responsibility for the disposition of such funds so deducted once they have been forwarded by the County and shall hold the County harmless.

ARTICLE 4

RIGHTS OF THE COUNTY

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.

ARTICLE 5

RIGHTS OF 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: NON-DISCRIMINATION

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

ARTICLE 6

WAGES

SECTION 1: SALARY INCREASES

Designated titles, as noted in the attached Salary Schedule will include the agreed upon salary adjustments for the purpose of recruitment and retention effective December 31, 2009.

All titles shall receive a 13.0% Compression Adjustment for the term of this agreement, effective December 31, 2009 to the base salary, as per the attached Salary Schedule. There shall be no increase to the base rate of pay in 2010.

The County reserves the right to adjust the base rate of pay for any vacated title.

Effective upon ratification, each member within the bargaining unit at the time of ratification shall receive a one time Compression Adjustment payment equal to 60% of the flat 13.0% prorated by the number of years of service within the bargaining unit, between January 1, 2006 and December 31, 2009. If a member retires within 90 days upon the ratification of this agreement, a one time Compression Adjustment payment equal to 100% of the flat 13.0% prorated by the number of years of service within the bargaining unit, between January 1, 2006 and December 31, 2009 will be granted.

SECTION 2: LONGEVITY

Employees shall be entitled to longevity as per the attached schedule upon the completion of continuous years of service per the following schedule effective January 1, 2010. Subsequent longevity adjustment increases shall occur on an employee's anniversary.

YEARS OF SERVICE	LONGEVITY
1 year	500
2 to 4 years	750
5 to 7 years	1,000
8 to 11 years	2,000
12 to 15 years	3,000
16 to 19 years	4,000
20 to 23 years	5,000
24 to 27 years	6,000
28 to 30 years	7,000

Wage adjustment provided in Section 1 of this Article shall only be applied to the base rate.

Current employees whose longevity exceeds \$7,000 shall be held harmless at their current longevity.

SECTION 3: FLEX PLAN

Effective January 1, 2007 the cash component (taxable) of the flexible spending benefit shall be eliminated and the reimbursement component (non-taxable) of the flexible spending benefit shall be capped at \$600.00 payable with receipts for expenses incurred between January 1, 2007 and December 31, 2007.

Effective January 1, 2008 the reimbursement component (non-taxable) of the flexible spending benefit shall be eliminated.

All grievances and improper practice charges (PERB Case U-27965) pertaining to the flexible spending account shall be withdrawn with prejudice upon ratification of this agreement.

ARTICLE 7

OVERTIME POLICY

SECTION 1:

Unit members are eligible for overtime after 40 hours in a work week; 35 hour unit members shall be given compensatory time off for hours worked in excess of the normal work week (35 hours) up to 40 hours, time and one half pay shall be given for all hours in excess of 40 hours. All overtime is subject to approval by the Department Head. Compensatory time may be accrued to a maximum of 35 hours total. In computing overtime, holidays, sick leave and all other approved time off shall be considered as hours worked during the 40 hour work week.

ARTICLE 8

MISCELLANEOUS BENEFITS

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: MEAL ALLOWANCE

Where authorized by the Department Head, the maximum reimbursable daily meal allowance for employees traveling on approved County business shall be as follows:

- Breakfast - - - - - \$ 7.00
(On County business or in travel status 2 hours prior to the start of their normal workday)
- Lunch - - - - - \$13.00
(On County business or in travel status between 11:00am –2:00pm)
- Dinner - - - - - -\$20.00
(On County business or in travel status 2 hours after the end of their normal workday)

A covered employee when traveling on County business to an urban/Metropolitan area may submit for higher allowances contingent upon prior County Executive approval.

While traveling on official business for overnight, out of Ulster County assignments, \$65.00 meal allowance, per diem without receipts, will be provided subject to departure and arrival times.

SECTION 3: MEAL ALLOWANCE (DPW)

Employees in the Department of Public Works (Highway and Bridges Division) who work four (4) hours before or after 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 (4) hours of work.

The employee(s) shall receive the meal allowance upon submission of a completed voucher, payable two weeks after submission of each completed voucher.

SECTION 4: BREAKS

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

SECTION 5: TUITION REIMBURSEMENT PROGRAM

Employees shall be eligible to participate in a Tuition Reimbursement Program funded at the rate of \$7,500.00 annually; any unused funds shall not carry over into the following year. The Tuition Reimbursement Program shall be administered by a joint committee comprised of the Union President and the Personnel Officer or their designee.

ARTICLE 9

WORK DAY - WORK WEEK

SECTION 1: WORK WEEK

The normal work week is 35 hours a week on a regular full time basis in all Departments except at Golden Hill Health Care Center, Department of Public Works (Highway & Bridges Division), Probation and Mental Health, which are 40 hours a week on a regular full time basis.

SECTION 2: WORKDAY

The workday is determined by the tasks to be performed and the mission of the Department. The basic workday shall be established by the Department Head.

SECTION 3: RECORD OF ATTENDANCE

Daily time records showing actual time worked as well as all leave and vacation time earned 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. The procedures for implementation of such recording devices shall be determined by the County.

ARTICLE 10

HOLIDAYS

SECTION 1: HOLIDAYS

Legal Holidays with pay shall include: New Year's Day, Martin Luther King, Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

When such a holiday falls on a Saturday, County employees shall be granted off the Friday preceding; and, when a holiday falls on a Sunday, the following Monday shall be given off as the paid holiday.

SECTION 2: FLOATING HOLIDAYS

Lincoln's Birthday, Good Friday, and Election Day shall be floating holidays. 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.

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 for the holiday. In lieu of the commensurate time off, the employee can be paid out upon the employee's request. Department of Public Works (Highway & Bridges Division) 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.

ARTICLE 11

LEAVES

SECTION 1: VACATION

Employees shall be eligible for five days vacation during their first year of employment. Such days must be used prior to the employee's first anniversary date. These five days may not be carried over into the subsequent year.

Vacation leave shall be accrued on a monthly basis and credited on an employee's anniversary date in accordance to the following schedule:

<u>Years of Service</u>	<u>Monthly Accrual</u>
More than one, less than four	12/12
More than four, less than eight	17/12
More than eight, less than twelve	19/12
More than twelve, less than sixteen	22/12
More than sixteen, less than twenty	24/12
More than twenty, less than twenty-two	27/12
More than twenty-two, less than twenty-five	28/12
More than twenty-five	30/12

Employees currently earning more than 30 days of vacation at the time of ratification, shall be held harmless and maintain their current level of accruals.

SECTION 2: VACATION USAGE

At least one-half of an employee's accrued vacation days must be taken annually, of which, five days must be taken consecutively. Unused vacation may be carried over to a maximum of 50% of accrued days per year, to a maximum of 45 days at which time vacation accruals shall cease if not taken by the employees anniversary date.

SECTION 3: 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, with payment being allowed over a period of three (3) years.

SECTION 4: SICK LEAVE

Sick leave shall be earned at the rate of one (1) working day per month of continuous service, to a maximum of 135 days.

Absences of five (5) consecutive days or more due to sickness may require a doctor's certificate at the County Executive or Department Head's discretion.

SECTION 5: UNUSED SICK LEAVE

Accrued sick leave shall be paid out only upon death or retirement from County Service.

SECTION 6: FAMILY SICK LEAVE

Employees may use up to five (5) 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 7: SICK LEAVE/ VACATION BUY BACK

An eligible employee may buy back up to a total of 30 days of accrued leave per year in June and December of 2010, utilizing any combination of sick/vacation leave not to exceed 30 days in 2010.

Effective December 31, 2010, an eligible employee may buy back up to a total 15 days of accrued leave per year in June and December of each year, utilizing any combination of sick/vacation leave not to exceed 15 days in any calendar year.

SECTION 8: FAMILY MEDICAL LEAVE

Benefits under the Family Medical Leave Act (FMLA) shall be provided pursuant to law attached as Appendix C. The Family and Medical Leave of Absence Policy and related forms are available through the Personnel Department.

SECTION 9: PERSONAL LEAVE

Each employee shall receive personal leave of five (5) days each year on their anniversary date. Such leave shall be non-cumulative and shall be provided in accordance with Section 21.6 of the New York State Civil Service Rules and Regulations. Personal leave days are leave with pay for personal business. Personal leave request shall be made 48 hours in advance, except in emergency situations, in which case the County may require a reason for the leave request.

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

Unused personal leave shall not be paid upon separation and or retirement from County service.

SECTION 10: BEREAVEMENT LEAVE

In the event of a death in the immediate family, an employee shall be allowed three (3) 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 12

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 will provide for a health, dental and vision care plan providing benefits in accordance with the carrier contracts and the applicable schedules therein.

Effective with the open enrollment period for 2010, employees shall have the option of buying into the dental and vision care plans, while opting out of the health insurance plan.

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 UCSA with at least 45 days notice of the effective date of such change. The UCSA 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.

Effective with the 1st pay period following the ratification of this agreement, current bargaining unit members shall contribute 5% of the County's cost of the family, two-person or individual health insurance premium, inclusive of the cost for the County's dental and vision plans.

Effective with the 1st pay period in January 2011, current bargaining unit members shall contribute 10% of the County's cost of the family, two-person or individual health insurance premium, inclusive of the cost for the County's dental and vision plans.

Employees hired or promoted into the bargaining unit after the ratification of this agreement shall contribute 15% of the County's cost of the family, two-person or individual health insurance premium, inclusive of the cost for the County's dental and vision plans.

All grievances and improper practice charges pertaining to health insurance shall be withdrawn with prejudice upon ratification of this agreement.

SECTION 3: HEALTH INSURANCE BUYOUT

Employee must demonstrate and maintain adequate coverage with another Health Insurance Program.

Employee withdraws for one year.

Selection must occur during the annual enrollment period, or after a life changing event that would make the employee eligible for the health insurance buyout program. Participants must renew the buyout on an annual basis during the open enrollment period.

Payment of \$2,000 annually - \$500.00 paid at the end of each quarter.

SECTION 4: HEALTH INSURANCE WHILE ON LEAVE

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.

Employees on FMLA shall continue to be provided with health insurance at their share of premium.

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

Bargaining unit members, who retire within 90 days of ratification of this agreement, shall retire under their current retiree health benefits.

Current bargaining unit members upon ratification of this agreement shall be grandfathered with the current retiree benefit for management non-union employees in effect January 1, 2010. Such benefit shall not be diminished nor improved unless agreed too as part of the collective bargaining process.

Employees hired or promoted into the bargaining unit after the signing of this agreement, who retire from the County with ten (10) years of service to the County, shall be eligible for retiree health insurance. The County shall pay 50% of the cost and the employee shall pay 50% of the cost.

SECTION 6: RETIREMENT

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

ARTICLE 13

SENIORITY

SECTION 1: SENIORITY

Employment seniority shall commence on the date of the employee's first hiring by the County. Should an employee have a break in service of one year or more, their seniority date shall commence on their new date of hire. Seniority as per Civil Service Law shall be the governing factor in layoffs. Seniority in title shall be the governing factor in the scheduling of vacations and shift assignments.

ARTICLE 14

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 "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.

An "employee" is any person in the unit covered by this agreement.

An "aggrieved party" is the employee or group of employees who submit a grievance or the Union on behalf of said employee(s).

A day shall mean a calendar day.

SECTION 3: SUBMISSION OF GRIEVANCES

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with the Department Head or designee.
- 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 and 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 at Step 1 to the Department Head or designee 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 shall be submitted at Step 2 to the Director of Employee Relations or designee.

SECTION 4: GRIEVANCE PROCEDURE

Step 1:

The Department Head or designee shall, upon request, meet with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of Department Head's or designee's position with respect to it no later than 14 days after the aforementioned meeting. If the aggrieved party is not satisfied with the response, or if no response is received within the 14 day period, the aggrieved party may submit a copy of the grievance to the Director of Employee Relations no later than seven (7) days thereafter.

Step 2:

The Director of Employee Relations shall, within 14 days after receipt of the grievance, provide the aggrieved party with a statement of the County's position with respect to the grievance.

Step 3:

In the event the Union is not satisfied with the statement with respect to a grievance or if no response is forthcoming by the Director of Employee Relations, it may, within 14 days thereafter, refer the grievance to arbitration by filing a demand to arbitrate with the County Personnel Officer.

Any of the time limits contained herein, may be extended by mutual consent of the parties in writing.

SECTION 5: ARBITRATION

- A. Following the submission of a Demand for Arbitration, the County and Union shall select one of the following named arbitrators, in order of first availability:
 - a. Sheila Cole
 - b. Thomas Hines
 - c. Ira Lobel
 - d. Jay Siegal

- 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 15

JOB AND WORK SECURITY

SECTION 1: 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.

SECTION 2: PERSONNEL FOLDERS

- A. The County shall maintain one complete and comprehensive personnel folder for each employee.
- B. No derogatory materials or adverse criticism of an employee may be inserted in the employee's personnel folder unless such material has been shown to the employee, who must then be permitted to discuss fully the allegations with those in a supervisory capacity. The employee may reply in writing to any material placed in the personnel file and such reply shall be placed in the employee's personnel file.
- C. Employees shall have a right to review their personnel file, with a representative of their choice and be provided with a copy of the contents of their personnel file.

ARTICLE 16

RECIPROCAL RIGHTS

SECTION 1: BULLETIN BOARDS

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

SECTION 2: VISITATION

The officers and agents for the Union shall have the right to visit employees facilities for the purpose of adjusting grievances and administering the terms and conditions of this agreement. Prior to arrival at destination, the Union representative shall notify the Department Head or designee of the intended presence and estimated duration of stay.

The Union representative shall, upon return to the work area, notify the Supervisor of the time of return.

SECTION 3: UNION RELEASE TIME

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 which have as their purpose the maintenance of harmonious and cooperative relationships between the County and the employee and the uninterrupted operation of the County government.

It is important for the County employee who is released with pay for Union business and the Union itself 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 the position of the employee(s) involved can be covered so that there is no disruption in either County or Department operation.

A Union employee who is designated in accordance with the provisions of the Labor Agreement to be absent for Union business shall also maintain a log of such Union activity that occurs during the employee's work day. The log shall show the time of day of each occasion when the employee began attending to such Union business, the time of day when the employee ceased attending to such Union business, the date of the occurrence and the nature of his or her Union business. It will not be necessary for the log to show Union activity which required less than 15 minutes of the employee's time in relation to any one matter. The log shall be

made available to the Personnel Officer or designee at his or her request.

Union employees designated to participate in negotiations (maximum of four) shall be allowed release time during the workday with pay for the purpose of negotiations, subject to the operating needs of the County.

SECTION 5: MEETING SPACE

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

SECTION 6: UNION INSURANCE PROGRAMS

The County shall allow UCSA insurance solicitation to be conducted by those individuals designated by UCSA. Such solicitations will be conducted so as not to interfere with the employees' work schedule.

ARTICLE 17

WORKING CONDITIONS

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.

ARTICLE 18

LEAVES OF ABSENCE

SECTION 1: MATERNITY LEAVE

A pregnant employee, employed by the County shall be granted a leave of absence without pay for a period up to 12 months. The employee shall report to the appropriate Department Head existence of pregnancy not later than the fourth month. 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: EDUCATION LEAVE

Educational leaves of absence (job related) of not more than one year may be granted without loss of salary, fringe benefits and seniority rights, at no cost to the County and subject to the approval of the County Executive.

ARTICLE 19

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.

ARTICLE 20

SEPARATION

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 21

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 22

TERM OF AGREEMENT

This agreement shall become effective January 1, 2006 and shall continue until the close of business December 31, 2010.

COUNTY OF ULSTER:

**ULSTER COUNTY STAFF
ASSOCIATION:**

**MICHAEL HEIN
ULSTER COUNTY EXECUTIVE**

SALARY SCHEDULE

TITLE	ENTRY RATE	1 yr	2 - 4 yr	5 -7 yr	8 - 11 yr	12 -15 yr	16 - 19 yr	20 - 23 yr	24 - 27 yr	28 - 30 yr
70 HOURS		500	750	1000	2000	3000	4000	5000	6000	7000
		0.27	0.41	0.55	1.10	1.65	2.20	2.75	3.30	3.85
PERS ANLYS	25.01	25.28	25.42	25.56	26.11	26.66	27.21	27.76	28.31	28.86
AST CD ENV	25.67	25.94	26.08	26.22	26.77	27.32	27.87	28.42	28.97	29.52
MV BU SUP	26.37	26.64	26.78	26.92	27.47	28.02	28.57	29.12	29.67	30.22
SEC DIR MH	27.71	27.98	28.12	28.26	28.81	29.36	29.91	30.46	31.01	31.56
SEC COM SS	27.71	27.98	28.12	28.26	28.81	29.36	29.91	30.46	31.01	31.56
SR PER ANL	30.08	30.35	30.49	30.63	31.18	31.73	32.28	32.83	33.38	33.93
MTC COORD	30.27	30.54	30.68	30.82	31.37	31.92	32.47	33.02	33.57	34.12
EMP BEN AD	32.21	32.48	32.62	32.76	33.31	33.86	34.41	34.96	35.51	36.06
SUPV PHN	33.46	33.73	33.87	34.01	34.56	35.11	35.66	36.21	36.76	37.31
ENV HL MGR	33.46	33.73	33.87	34.01	34.56	35.11	35.66	36.21	36.76	37.31
AST DIR SS	33.46	33.73	33.87	34.01	34.56	35.11	35.66	36.21	36.76	37.31
SS ATTY	34.01	34.28	34.42	34.56	35.11	35.66	36.21	36.76	37.31	37.86
PAY MGR	36.84	37.11	37.25	37.39	37.94	38.49	39.04	39.59	40.14	40.69
SR PRJ MGR	36.84	37.11	37.25	37.39	37.94	38.49	39.04	39.59	40.14	40.69
AST DIR PS	36.84	37.11	37.25	37.39	37.94	38.49	39.04	39.59	40.14	40.69
SR SS ATTY	37.40	37.67	37.81	37.95	38.50	39.05	39.60	40.15	40.70	41.25
ASC SPV PS	95.94	96.21	96.35	96.49	97.04	97.59	98.14	98.69	99.24	99.79

TITLE	ENTRY RATE	1 yr	2 - 4 yr	5 -7 yr	8 - 11 yr	12 -15 yr	16 - 19 yr	20 - 23 yr	24 - 27 yr	28 - 30 yr
80 HOURS		500	750	1000	2000	3000	4000	5000	6000	7000
		0.24	0.36	0.48	0.96	1.44	1.92	2.40	2.88	3.37
GAR SUPV	26.33	26.60	26.74	26.88	27.43	27.98	28.53	29.08	29.63	30.18
DIR HOUSKG	26.33	26.60	26.74	26.88	27.43	27.98	28.53	29.08	29.63	30.18
SECT SUPV	26.33	26.60	26.74	26.88	27.43	27.98	28.53	29.08	29.63	30.18
BRIDG SUPV	26.33	26.60	26.74	26.88	27.43	27.98	28.53	29.08	29.63	30.18
FS MGR	26.33	26.60	26.74	26.88	27.43	27.98	28.53	29.08	29.63	30.18
DIR MTC	26.33	26.60	26.74	26.88	27.43	27.98	28.53	29.08	29.63	30.18
AST TO DEP	30.23	30.50	30.64	30.78	31.33	31.88	32.43	32.98	33.53	34.08
PROB SUPV	32.24	32.51	32.65	32.79	33.34	33.89	34.44	34.99	35.54	36.09
LGU PRG SU	40.08	40.35	40.49	40.63	41.18	41.73	42.28	42.83	43.38	43.93
MHS PRG SU	40.08	40.35	40.49	40.63	41.18	41.73	42.28	42.83	43.38	43.93
CDS PRG SU	40.08	40.35	40.49	40.63	41.18	41.73	42.28	42.83	43.38	43.93

**APPENDIX A
TITLES IN BARGAINING UNIT**

Assistant Coordinator Department of Environment
Assistant Director of Social Services
Assistant Director Patient Services
Assistant to Deputy Director of Clinical Services
Associate Supervising Psychiatrist
Bridge Supervisor
Chemical Dependency Specialist - Program Supervisor
Director of Housekeeping
Director of Maintenance
Employee Benefits Administrator
Environmental Health Manager
Food Service Manager
Garage Supervisor
Local Government Unit - Program Supervisor
Maintenance Coordinator
Mental Health Specialist - Program Supervisor
Motor Vehicle Supervisor
Payroll Manager
Personnel Analyst
Probation Supervisor
Secretary Commissioner Mental Health
Secretary Commissioner Social Services
Section Supervisor
Senior Personnel Analyst
Senior Project Manager
Senior Social Services Attorney
Social Services Attorney
Supervising Public Health Nurse

APPENDIX B

MILEAGE REIMBURSEMENT POLICY

MEMORANDUM

**TO: Department Heads
Payroll Clerks**

FROM: James Farina, Director of Employee Relations

RE: Mileage Reimbursement Policy

DATE: Amended October 3, 2007

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

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

Non-reimbursable Mileage:

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

Reimbursable Mileage:

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

APPENDIX C

FAMILY MEDICAL LEAVE ACT (FMLA)

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

- (A) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (B) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (C) In order to care for the spouse, son, daughter or parent of the employee, if such spouse, son, daughter or parent has a serious health condition.
- (D) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

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

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

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