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COLLECTIVE BARGAINING AGREEMENT

BC / 7080

By and Between

THE COUNTY OF ROCKLAND

and the



United Public Service Employees Union
3555 Veterans Highway
Ronkonkoma, NY 11779

RECEIVED

JUL 24 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Effective Date: January 1, 2002

Expiration Date: December 31, 2004

MPA - 11/05 - 12/31/06

Attached

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PREAMBLE

Whereas it is the intent and purpose of the parties to this Agreement to:

Section A - Establish and maintain a harmonious and cooperative relationship between the County of Rockland and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government;

Section B - Comply with the requirements of the Public Employees Fair Employment Act by recognizing the rights of the employees of the County of Rockland to self organization and representation for collective negotiations on the terms and conditions of employment.

Now in consideration of the mutual obligations contained herein the parties agree as follows:

ARTICLE I PARTIES TO THE AGREEMENT

Section A - The parties to this Agreement are the County of Rockland, hereinafter called the Employer, and United Public Service Employees Union.

Section B - The County of Rockland recognizes the Union as the sole and exclusive representative of all those County employees determined to be in the appropriate negotiating unit for the term of this Agreement.

ARTICLE II AFFIRMATION NOT TO STRIKE

The Union affirms that it does not assert the right to strike. Nor shall the Union cause, instigate, encourage or condone a strike.

ARTICLE III APPROPRIATE NEGOTIATING UNIT

The appropriate negotiating unit shall consist of all employees of the Division of Construction and Maintenance of the Rockland County Highway Department except Highway Maintenance Supervisor II, Highway Maintenance Supervisor III and all other employees of the Employer within the Rockland County Highway Department.

ARTICLE IV
SCOPE OF THE AGREEMENT

Section A - The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section B - The provisions of this Agreement apply to all permanent, provisional and temporary employees, working in a position duly established by the legislative body in the competitive, non-competitive and labor classes in the classified service.

Section C - Part-time employees shall benefit from the provisions contained in this Agreement in the proportion that the actual time worked bears to the basic work week of the position in the department.

ARTICLE V
RIGHTS AND RESPONSIBILITIES

The intent and purpose of the within Article is to set forth the rights and responsibilities of the Employer, Employees and the Union. Nothing contained herein shall deprive the Employer, and employees of any protection and/or rights they have under this contract, the New York State Civil Service Law and any other applicable law.

Section A - Rights and Responsibilities of the Employer:

1. Nothing in this Agreement shall be construed as delegating the authority conferred by law on any elected official, department, office or agency head, or the chief executive officer, or director of any department, office or agency under the jurisdiction of a Board or Commission or in any way to reduce or abridge such authority.
2. The rights and responsibilities of the Employer include but are not necessarily limited to the following:
 - a. To determine the standards of services to be offered by its offices, agencies and departments;
 - b. To direct employees of the County;

- c. To hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take disciplinary action against employees;
- d. To relieve employees from duties because of lack of work, or for other legitimate reasons;
- e. To maintain the efficiency of government operations entrusted to them;
- f. To determine the methods, means and personnel by which such operations are to be conducted;
- g. To take whatever actions may be necessary to carry out the mission of the department.

Section B - Rights and Responsibilities of the Employees and the Union:

1. Employees shall have the right to join and participate in or refrain from joining or participating in the Union free from interference, coercion, restraint, discrimination or reprisal.
2. In lieu of the provisions of Section 75 and Section 76 of the Civil Service Law, all permanent employees in the unit as described in Article III shall be afforded the following procedure with respect to removal and other disciplinary action.
 - a. **Disciplinary Grievances:**
 - 1) Prior to any disciplinary interrogation, the permanent employee shall be advised he/she is the subject of an investigation and shall be given written notice of his/her right to Union representation.
 - 2) No permanent employee shall be disciplined except for just cause. Such employee shall be served with written notice of the charges and proposed penalty or penalties by certified mail, return registered receipt. Simultaneously, a copy of the notice shall be sent to the Union.
 - 3) The concept of progressive and corrective disciplinary action shall be followed when imposing discipline. That is, discipline is designed to correct the employee's behavior, not merely to punish. Progressive discipline considers lesser punishment for minor infractions with harsher penalties for greater offenses. The process of progressive discipline shall include written and oral counseling, oral reprimands, written reprimands, suspension, demotion or discharge.

- 4) No disciplinary action shall be commenced more than eighteen (18) months after the County has knowledge of the alleged acts of incompetency or misconduct, or conviction of a crime. Such limitation shall not apply when the aforementioned complaint, if proven in a court of appropriate jurisdiction, constitutes a crime.

b. **Appeal From Disciplinary Action:**

- 1) In the event the employee disagrees with the proposed disciplinary action and agrees to sign a written waiver of his/her rights under Section 75 or 76 of the Civil Service Law, the Union shall have the right to appeal the matter through binding arbitration. An arbitrator shall be selected and appointed in the same manner as the panel of the grievance board referenced to in Article XXIV - Appendix "C". Such arbitrator shall act in place of the grievance board as provided in Article XXIV - Appendix "C".
 - 2) If the Union appeals a disciplinary action consisting of a suspension or termination of employment within ten (10) days of notification, the County may not impose such penalties until the proposed penalty is upheld by the arbitrator, unless, in the discretion of the Superintendent the employee's presence on the job would be hazardous to the employee, other employees, the public, or the County. Said employee may be suspended without pay for a period not to exceed thirty (30) days. After such time said employees may remain suspended, but, with pay.
 - 3) All decisions rendered in such arbitrations shall be final and binding.
 - 4) All disciplinary warnings shall be removed from an employee's file twelve (12) months from the date of issue provided there are no repeat violations for the same infraction extending the time period or there is no pending disciplinary hearing during this period. Reprimands shall be removed after a period of sixty (60) months from the date of issue.
3. The Union will equally and fairly represent any County employee within the negotiating unit concerning the terms of this Agreement whether or not such an employee is a member of the said Union.
- a. The Union Shop Steward shall be permitted to be present when an employee is called before the Superintendent or his designee on a matter concerning removal or written reprimand. This shall not apply to on-the-spot-disciplinary action in the field.

4. Upon the written authorization of the employees concerned and unless the employee subsequently revokes, in writing, such authorization, the Employer will permit such employee to participate in a deferred compensation plan, subject to the rules and regulations of the plan, if such plan is established. Contributions to such plan shall be deducted from the employee's bi-weekly pay in the amounts permitted by law or regulations and agreed to by the employee.

ARTICLE VI

CONSULTATION ON MATTERS OF ADMINISTRATION OF THE AGREEMENT

Section A - Both parties agree that during the life of this Agreement either party may request a meeting of the other party on matters arising in connection with administration of this Agreement. The request shall be in writing and shall include a statement of the specific subject matter or matters to be discussed. Upon receipt of a written request, a meeting shall be mutually scheduled as promptly as possible but no later than seven (7) working days after receipt of the request. Each party agrees to designate at least three (3) representatives, but no more than six (6), to meet and make every reasonable effort to resolve such matters. Matters of health and safety shall be specifically included in this provision.

Section B - Any agreement or understanding reached as a result of such meetings shall be in writing and shall be subject to review and approval by the parties of this Agreement.

ARTICLE VII FAIR PRACTICES

Section A - The parties agree that there shall be no discrimination against any employee nor against any applicant for employment by reason of race, creed, color, sex, age, national origin, political affiliation or disability.

Section B - The Employer will not make any agreement with any other group or organization for the purpose of undermining the Union.

ARTICLE VIII COLLECTION OF DUES

Section A - Upon the written authorization of the employee concerned and unless he/she subsequently revokes, in writing, such authorization, the Employer shall deduct membership dues from the employees' bi-weekly pay in the amounts certified by the Union. The amounts so deducted shall be forwarded to the Union at regular intervals together with the names of any employees added to or deleted from the dues deduction list in accordance with this Article.

Section B - Agency Shop:

The Employer agrees in accordance with Chapter 677 of the 1977 Laws of New York, to deduct from the salary of an employee who is not a member of the Union, but who is represented by the Union for the purpose of collective negotiation, an Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of the Union, provided that the Union establish and maintain a procedure providing for the refund to any employee demanding the return of any part of such Agency Shop Fee, deductions which represent the employee's pro-rata share of the expenditures by the Union in aid of activities or causes only incidentally related to terms and conditions of employment.

Section C - The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the employer for the purpose of complying with this Article.

Section D - Deductions:

As soon as reasonably possible, and upon written authorization of the employee concerned and unless said employee subsequently rescinds such written authorization, the Employer agrees to permit deductions from the employee's wage for:

- a. Insurance premiums for home, automobile, accident and life insurance coverage sponsored by the Union;
- b. Individual retirement accounts;
- c. Deferred compensation plans;
- d. Credit unions (not more than two)

However, it is agreed and understood that the number of vendors which are permitted to participate in subsection b and c shall be at the sole discretion of the Employer.

It is further agreed and understood that notwithstanding anything else to the contrary, such deductions must comply with appropriate law and must function within the present capacity of the system, and must not require purchase of new equipment.

It is further agreed and understood that the Union shall indemnify and hold the County harmless for any claims arising from an act of omission or commission on the part of the Employer.

ARTICLE IX
SENIORITY

Section A - On the effective date of this Agreement, two seniority lists shall be established containing the names of all employees within the negotiating unit. The seniority lists are:

1. Division Seniority
2. Seniority in Classification

Section B - Division Seniority shall be determined from the length of continuous service (as herein defined) within the Division of Maintenance and Construction of the Rockland County Highway Department.

Section C - Seniority in classification shall be determined from the length of permanent continuous service in such classification.

Section D - Employees shall lose their seniority for the following reasons:

- a. Discharge
- b. Resignation
- c. Failure to return to work when recalled from a layoff resulting from a reduction in force
- d. Failure to return to work after an expiration of a formal leave of absence
- e. Retirement
- f. Layoff for a continuous period of one (1) year.

Section E - Service as a student employee shall not be included in determining division seniority or seniority in classification. Except that this provision shall not apply to members of the appropriate negotiating unit as defined in Article III employed on or before December 31, 1972.

ARTICLE X
FILLING VACANCIES

Section A - Permanent vacancies in positions in the Labor and Non-Competitive classes within the unit shall be posted on the division bulletin boards for a period of not less than five (5) business days.

The notice shall include the following:

- a. Job Title
- b. Rate of Pay
- c. Description of Duties
- d. Skills, Knowledge and Abilities required
- e. Minimum qualifications as established by the Rockland County Department of Personnel
- f. The period of time employees will be allowed to submit bids or requests for appointment.

Section B - Any employee within the negotiating unit may submit a bid or request for appointment to such vacancy provided that such employee must also submit an application (Form P.O. 21) for any non-competitive class position.

Section C - Appointment to the vacancies so posted shall be on the basis of Division seniority among those submitting bids or requests for appointment and who have the skills, abilities and qualifications to perform the work.

Section D - If no bids are received or there are insufficient bids to fill all vacancies, the appointing authority may then fill any such vacancy with any qualified person.

Section E - All appointments and other personnel transactions affecting or pertaining to competitive class positions shall be governed by the New York State Civil Service Law and the Rockland County Civil Service Rules.

Section F - Any provisional appointment to a position in the competitive class within the unit shall follow the procedure set forth above in A to E inclusive, except that the Superintendent of Highways shall have discretion in promotion to any such competitive class position to the extent that he may choose from among those who qualify by having met the minimum qualifications for the position as determined by the Department of Personnel, irrespective of seniority as long as, when the qualified pool contains a unit member, such unit member is given priority of selection over non unit members.

Section G - During the six (6) month probationary period the employee filling the promotional vacancy will be evaluated monthly by immediate supervisor(s). The Union's Chief Shop Steward shall be apprised of all evaluations performed pursuant to the provision.

Section H - The parties agree that an employee's original anniversary date does not change when changing job titles, but remains as their date of first appointment in continuous County service.

ARTICLE XI JOB VESTMENT

Any employee who has been promoted to a higher paying position in the Division shall have the right to return to his/her former permanent position, and at the rate of pay appropriate to such position, under the following conditions:

- a. If he/she voluntarily relinquishes the higher paying position within thirty (30) days of his/her appointment thereto;
- b. If he/she fails to satisfy the minimum requirements of the higher paying position during the probationary or training period established therefor; or

- c. If as a provisional appointee to a competitive class position he/she fails to receive a permanent appointment as a result of civil service examination for such position.

ARTICLE XII
TEMPORARY ASSIGNMENTS

Section A - If an employee is temporarily assigned to a position allocated to a lower salary grade than the employee's regular position, no reduction in pay shall be effected.

Section B - 1. If an employee is temporarily assigned to a position allocated to a higher salary grade than the employee's regular position, then the employee shall receive the rate of pay equal to the starting salary of the position or five (5%) percent above their current salary whichever is greater provided, however, that such higher rate of pay shall not begin unless and until the employee has regularly performed the full duties of the position for a period of three (3) consecutive working days.

2. Such employment beyond a ninety (90) day period is not to be authorized except to fill a duly established encumbered vacant position.

Section C - Such temporary assignments shall be made on the basis of Division Seniority among employees who meet the qualifications and can perform the duties of the job without a trial period.

Section D - Temporary assignments for training or for the familiarization of equipment shall not be covered by Section B of this Article.

ARTICLE XIII
REDUCTION IN FORCE

Section A - **Competitive Class Personnel:**
Any reduction in force affecting or pertaining to competitive class personnel shall be governed by the New York State Civil Service Law and more particularly Sections 80, 81 and 85 thereof.

Section B - **Non-Competitive and Labor Class Personnel:**
Any reduction in force affecting or pertaining to non-competitive and labor class personnel shall be in the inverse order of Division Seniority among those employees in the class position affected; provided, however, that the requirements of the Civil Service Law and more particularly Section 85 and 86 pertaining to special rights for veterans and exempt volunteer firemen shall prevail.

Section C - Bumping:

1. No permanent competitive class employee shall be bumped.
2. Subject to the provisions of the Civil Service Law cited above, any employee who loses his/her position as a result of a reduction in force may bump any non-competitive or labor class employee in the Division who has lesser Division seniority provided that the employee so bumping has previously held the position or can meet the qualifications and perform the duties of the job without a trial period.
3. Any employee who has bumping rights as set forth above shall have the right to exercise such right or to accept layoff.
4. The least senior employee or employees who remain unplaced after such reduction in force shall be laid off.

ARTICLE XIV
RECALL

Section A - Any recall affecting or pertaining to competitive class position shall be governed by the New York State Civil Service Law.

Section B - Eligibility for recall for non-competitive and labor class employees shall not extend beyond one (1) year from date of lay off.

Section C - An employee on lay off, eligible for recall, shall be recalled to fill a vacancy in the labor and non-competitive classes on the basis of Division Seniority provided they can meet the qualifications and perform the duties of the job without a trial period.

Section D - The Superintendent of Highways shall notify an employee being recalled by registered mail at their last known address of the vacancy to be filled. Unless the Superintendent of Highways receives from such employee being recalled, an acceptance in writing, within five (5) business days of the date of mailing of the recall notice, then such employee shall no longer be eligible for recall.

ARTICLE XV
WAGES

Effective January 1, 2002, the wage/salary grade schedule contained in Article XV, Appendix "A-2" shall be modified to reflect an increase of 4% over the schedule in effect on December 31, 2001.

Effective January 1, 2003, the wage/salary grade schedule contained in Article XV, Appendix "A-2" shall be modified to reflect an increase of 3.75% over the schedule in effect on December 31, 2002.

Effective January 1, 2004, the wage/salary grade schedule contained in Article XV, Appendix "A-2" shall be modified to reflect an increase of 3.75% over the schedule in effect on December 31, 2003.

The parties acknowledge that the wages for the UPSEU have been correctly calculated and set forth in the Appendix "A-2" 2002-2004 which is attached hereto and made a part hereof.

Section A - Increment:

Effective January 1, 2002, the salary schedule set forth in Appendix "A-2" of the expired collective bargaining agreement, applicable to the 2001 calendar year shall be modified to provide that the difference between steps B,C,D,E,F,G and H shall be equal to 3%. This modification of the salary schedule shall serve as the base upon which all percentage increases set forth above shall be computed upon.

Section B - Provisions for the administration of the Wage plan are contained in Appendix "B."

Section C - Nothing in this Agreement shall be construed as preventing the Employer from increasing the rates of pay or providing for shift differentials for any or all of its employees during the life of this Agreement.

Section D - When a new position is created and cannot be properly placed in the existing salary grade allocation, the Employer or his/her representative will notify the Union prior to the establishment of a rate of pay for the new position. In the event that the Union does not agree that the rate of pay is proper, it shall be the subject of negotiations.

ARTICLE XVI
BASIC WORK WEEK

Section A - The basic work week for employees within the negotiating unit shall be forty (40) hours, Monday through Friday inclusive.

Section B - The work week for part-time employees shall be determined by the Superintendent of Highways, but in no event shall exceed the basic work week provided for in Section (A) of this Article.

Section C - The basic work week shall be completed within a recurring period of one hundred sixty-eight (168) continuous hours, i.e., seven (7) consecutive twenty-four (24) hour periods, beginning at 12:01 a.m. of the first day of the payroll period and ending at midnight seven (7) days later. This section is intended only to provide a fixed reference for the purpose of determining the number of hours of overtime that might be worked in any one (1) week.

Section D - An employee must work the total number of hours in their basic work week and if for any reason they work less than the total number of hours in their basic work week, the difference shall be charged to appropriate leave credits if any or shall be considered leave without pay pursuant to rules promulgated by the Superintendent of Highways and approved by the Employer.

ARTICLE XVII
HOURS OF WORK

Section A - A normal work day shall consist of eight (8) hours, exclusive of meal periods. A meal period shall be no less than one-half (½) hour.

Section B - No employee shall be regularly required to work a split shift.

Section C - The Superintendent of Highways will endeavor to assign hours on as regular a basis as is consistent with work needs. The Union agrees that deviations to accommodate legitimate work objectives may be made by the Superintendent of Highways and the Superintendent of Highways agrees to strive sincerely to confine such changes to real need but otherwise to maintain the integrity of the basic established work shift.

Section D - The parties to this Agreement subscribe to the principle of a fair day's work for a fair day's pay.

ARTICLE XVIII
OVERTIME

Section A - Required and authorized hours of work in excess of forty (40) hours up to and including forty-eight (48) hours in any basic work week, shall be compensated at the rate of one and one-half (1½) times the regular rate of the employee concerned.

Section B - Required and authorized hours of work in excess of forty-eight (48) hours in any basic work week shall be compensated at the rate of two (2) times the regular hourly rate of the employee concerned.

- Section C** -
1. Required and authorized hours of work on a regular assigned day of rest shall be compensated at the rate of one and one half (1½) times the regular hourly rate of the employee concerned.
 2. Required and authorized hours of work on any holiday enumerated in Article XX, Section A-1 shall be compensated at overtime rates as provided for in this Article but in no case shall be less than one and one-half (1½) times the regular hourly rate of the employee concerned.

Section D - It is agreed and understood that the provisions of Sections (A), (B) and (C) shall not be construed under any circumstances as establishing a basis for duplicate concurrent or overlapping claims of overtime for the same hours of work; for example, claim for overtime on the basis of work on a day of rest, shall not establish an additional claim for overtime, if such work is also in excess of forty (40) hours in the basic work week.

Section E - Leave with pay shall be included in determining the total number of hours worked in any basic work week.

Section F - Payment for overtime shall be for the actual number of hours authorized and worked, except as provided for in Section (G) of this Article.

Section G - Call in Pay:

1. Any employee who is called in and reports for work before or after their regular day of work, shall be guaranteed a minimum of three (3) hours of overtime work to be compensated as provided for in this Article.
2. This guarantee shall not apply to work which immediately follows a normal work day or shift, or to more than one (1) call-in during the eight (8) hour periods from 4:00 p.m. to 12:00 midnight; 12:00 midnight to 8:00 a.m., 8:00 a.m. to 4:00 p.m.

Section H -

1. Overtime must be authorized in advance by the Superintendent of Highways. An employee shall work overtime when required, subject to having been given reasonable notice. What constitutes reasonable notice shall be determined after considering all circumstances of the situation requiring such overtime work.
2. Whenever practical assignment of overtime shall be on a rotating basis from among those employees having the skills and abilities required for the work on the basis of seniority in classification. Rotation shall not be required if the overtime work is a continuation of work already in process.

ARTICLE XIX
STAND BY TIME

Section A - Any employee required by the Superintendent of Highways to restrict their personal movements so that they may be reached and be available to report for a work assignment within a reasonable length of time considering all circumstances of the situation, on an assigned day of rest or at any time other than during their regular working hours, shall be considered to be on stand by time.
Employees on standby status shall make every effort to report to work in a reasonable time period from the time called.

No alcoholic beverages shall be consumed by any employees on standby time.

Section B - Any employee on stand by time shall be paid two (2) hours of their regular hourly rate for up to eight (8) hours of stand by time on any one day.

Section C - Stand by time shall not be included in determining the total number of hours worked in any basic work week.

Section D - The Superintendent of Highways may establish and post such further rules, not inconsistent with this Agreement, as he may deem necessary to govern stand by time. He shall further establish and post the conditions under which classes of positions and/or employees are eligible for authorized stand by time.

Section E - Personal days: A minimum of two (2) unit employees who request personal days while on stand-by status shall be granted such personal day and shall therefore be excused from the call-in obligations of this provision.

ARTICLE XX
LEAVE WITH PAY

Section A - **Holidays:**

1. All legal holidays enumerated herein shall be allowed as days off with pay. The days prescribed by law for the observance of New Year's Day, Martin Luther King Jr. Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be observed as legal holidays. When any such holiday falls on a Saturday, employees shall be credited with an extra day of vacation. When any such holiday falls on a Sunday, the following Monday shall be observed as a holiday.
2. Nothing contained herein shall be construed as preventing the Employer from granting employees such additional days off pay from time to time as may be duly authorized by the Employer.
3. If an employee is absent on the working day immediately preceding or immediately following a holiday enumerated in Article XX (A), Sub-Section (1) and (2), said employee will not be paid for the holiday unless the employee is absent on Leave With Pay.

Section B - **Vacation:**

An annual vacation with pay will be granted to each employee as hereinafter provided. In computing longevity for vacation credits, an employee's length of service shall be computed from the date of their original appointment in the County service to any duly established position whether on a permanent, provisional or temporary basis, provided that the employee's service with the County has been continuous. For the purpose of computing the continuity of service, an authorized leave of absence without pay or a break in service not exceeding one year followed by reinstatement or re-hiring into the County service shall not affect the anniversary date of any employee.

1. On the effective date of this Agreement, all employees shall accrue vacation credits at the rate of one-half (½) day per bi-weekly payroll period except that a newly hired employee shall not accrue vacation credits until they have completed six (6) full bi-weekly payroll periods.

2. Additional vacation credits for length of service shall be granted each employee annually on their anniversary date in accordance with the following schedule:

Completed Yrs of Continuous Sve.	Add'l Vacation Credits	Completed Yrs of Continuous Sve.	Add'l Vacation Credits
2	1 working day	13 - 15	7 working days
3	2 working days	16 - 18	8 working days
4 - 5	3 working days	19 - 20	9 working days
6 - 7	4 working days	21 - 22	10 working days
8 - 9	5 working days	23 - 24	11 working days
10 - 12	6 working days	25 & over	12 working days

3. No vacation credits shall be earned during any pay period by an employee who is on leave of absence without pay for one-half (½) or more of the period. In addition, no vacation credits shall be earned during any pay period by an employee who is on an educational leave with pay for one-half (½) or more of the pay period.
4. No vacation credits may be accumulated beyond a maximum of four hundred (400) hours. It shall be the responsibility of the Superintendent of Highways to notify the employee when that employee has accumulated vacation credits equal to their maximum less five (5) vacation day credits.
5. The time at which vacation may be drawn by an employee shall be subject to prior approval by the Superintendent of Highways. The request of an employee with respect to such time shall be honored by the Superintendent of Highways to the fullest extent possible consistent with the effective conduct of the County's business and with the relative seniority of employees in the department. Normally, vacation will be taken annually and for the total amount of accumulated credits. However, an employee may, with the prior approval of the Superintendent of Highways, utilize their vacation credits in such lesser amounts and at such times as may be jointly agreed to by the employee and the Superintendent of Highways.

Each employee who submits a request for a vacation change by March 15 of each year, shall be notified of a decision by May 15 of the same year.

All unit employees shall be entitled to three (3) split vacations per year, to be taken between April 1 and December 1. Unit members who are entitled to 20 or more working days of annual vacation credit, shall be entitled to take

up to three additional vacation days, on up to three occasions, between April 1 and December 1, upon condition that such request is submitted at least 14 calendar days in advance and the employer is able to accommodate such request given the prescheduled vacation plans of other unit members.

6. Insofar as practicable, accumulated vacation credits shall be used prior to transfer. If that is not possible, the County agency, department or institution to which an employee is transferred shall credit the employee for all vacation credits accumulated prior to transfer. It shall be the responsibility of the Superintendent of Highways to inform the employee and the appointing authority gaining the employee by written notification of the amount of accumulated credits, if any, due such employee.
7. In the event of the separation of an employee from County service by transfer, resignation, retirement or death, accumulated vacation credit shall be compensated for by cash payment to the employee or to his beneficiary or estate, as the case may be, up to the maximum accumulation permitted. No compensation for accumulated vacation credit shall be paid an employee discharged for cause.

Section C - Sick Leave:

1. On and after the effective date of this Agreement, an employee shall earn sick leave credits at the rate of one-half ($\frac{1}{2}$) day per completed bi-weekly payroll period, to be credited on the last day of such payroll period. An employee shall not earn sick leave credits during any period such employee was on leave of absence without pay or on educational leave with pay for one-half ($\frac{1}{2}$) or more of the pay period.
2. Sick leave shall be authorized in the event of the illness or other physical disability of the employee up to the full extent of accumulated sick leave credits. In the event of the illness or disability of a member of the employee's immediate family (parent, sibling, spouse, or dependent child domiciled in employee's home) which circumstance requires the employee's presence, sick leave shall be authorized up to a maximum of seven (7) days in any one calendar year or up to the amount of their accumulated credits, whichever is less.
3. Unused sick leave credits may be accumulated up to a maximum of 200 working days. Sick leave credits may be used in one-hour increments or any multiple thereof. Upon separation from County Service (except those dismissed for cause) an employee shall be compensated by a cash payment for accumulated sick days in excess of 165 days, if any, up to eight (8) such days at the employee's regular daily rate of pay. All employees who separate from the County with thirty (30) or more years of service (except those dismissed for cause) shall be compensated by cash payment for all unused accumulated sick leave days over one hundred and sixty five (165), at the employee's regular daily rate of pay.

4. The employee is responsible for notifying their supervisor, or the Superintendent of Highways, each time sick leave is to be taken and the reason therefore. Advance notification shall be given two (2) hours before the employee's normal time for reporting to work. The employer shall establish a procedure for such notification.
5. The Superintendent of Highways, in his discretion, may require such proof of illness or disability as he may deem necessary. Upon absences of more than three (3) days because of illness or disability, the Superintendent of Highways may require that a Doctor's certificate be furnished substantiating the employee's claim of illness or disability. The Superintendent of Highways may also require the employee to be examined at the expense of the Employer by a physician designated by the Superintendent of Highways. Further in the discretion of the Superintendent of Highways, a public health nurse may be designated to visit the home of an employee absent on sick leave to ascertain the severity of their illness.
6. Failure to provide proper notification, failure to submit such proof of illness or disability as may be required, unsatisfactory evidence of illness or evidence indicating that the physical condition of the employee was not such as to justify absence from work, or any other abuse of sick leave may be cause for disciplinary action at the discretion of the Superintendent of Highways.
7. The parties to this Agreement recognize and accept the principle that abuse of sick leave cannot be tolerated and further recognize and accept the fact that an employee who has rendered faithful and efficient service should not be unduly penalized for absences due to factors of health not within their control. It is the stated agreement between the parties that they will cooperate to avoid any practice or practices which constitute an abuse of sick leave.
8. The Superintendent of Highways may require an employee who has been on sick leave, prior to and as a condition of their return to work, to be examined, at the expense of the Employer, by a physician designated by the Superintendent of Highways to establish that the employee is able to perform their normal duties and that their return to work will not jeopardize their own health and safety or the health and safety of other employees.
9. When an employee is transferred within the County service, their accumulated sick leave credits shall be transferred with them. The releasing appointing authority is responsible for notifying in writing, the gaining appointing authority and the employee of the amount of such transferred credits.
10. Unused accumulated sick leave credits shall not be compensated for in the event of the separation of an employee from County service. Any employee returning to County service in a permanent position within one year of their termination shall be re-credited with sick leave credits, which were canceled at the time of their separation from County service.

Section D - Extended Sick Leave:

The Employer may grant an extension of sick leave with pay to any permanent employee who has used up all their sick leave, vacation and overtime credits, provided, however, that compensation for such extended sick leave be at one-half (½) the normal salary of such employee and that any such extension not exceed one (1) month for each completed two (2) years of continuous County service. An employee desiring extended sick leave under this provision shall request same in writing through the Superintendent of Highways. The Superintendent of Highways shall forward any such request to the Employer together with his recommendation.

Section E - Personal Leave:

Personal leave is leave with pay for personal business, including religious observances, which for compelling reasons require the employee to absent him/herself from work. Such leave will not be charged against other leave credits. Personal leave credits may not be used in place of or to extend vacation.

1. On the effective date of this Agreement and on each subsequent anniversary date thereof, each employee shall be credited with four (4) days of personal leave, except as herein otherwise provided.
2. Employees who enter or re-enter County service after the effective date of this Agreement shall be credited with one (1) day of personal leave for each full quarter remaining in that calendar year, provided, however, that the total personal leave credits of any employee re-entering County service shall not exceed four (4) days in any calendar year.
3. Personal leave may be drawn only upon written request whenever possible and at a time convenient to and approved in advance by the Superintendent of Highways; provided however, that personal leave allowed for religious observance shall be granted on the days and hours required, insofar as the same may be granted without interference with the proper conduct of government functions.
4. Personal leave credits may be used in hour units or any multiple thereof. Personal leave credits are not cumulative. However, any unused personal leave credits at the end of the calendar year shall be transferred and credited to the employee's accumulated sick leave as provided in Article XX, Sub-Section (C) Paragraph (3) Unused personal leave credits shall not be compensated for in the event of the separation of an employee from County service. However, when an employee is transferred within County service, their unused personal leave credits shall be transferred with them.

Section F - Leave for Court and Jury Attendance:

On proof of the necessity of jury service or appearance as a witness pursuant to subpoena or other order of a court or body, employees shall be granted a leave of absence with pay with no charge against leave credits; provided however, that this section shall not apply to any absence by an employee occasioned by such an appearance if they are a party to an action.

Section G - Leave for Civil Service Examinations:

Upon due notice and presentation of an admission slip for the examination to the Superintendent of Highways, an employee shall be given leave with pay to take any Rockland County Civil Service Examination.

Section H - Military Leave and Other Leaves Required by Law:

The Superintendent of Highways shall grant any leave of absence with pay required by law.

Section I - Education Leave:

1. An employee who is required by the Employer to complete a specific training course or educational program shall be granted a leave of absence with full pay for the duration of such course or program.
2. The Employer may grant educational leave with pay to an employee upon the request and recommendation of the Superintendent of Highways. The rate of pay shall be determined by the Employer, but in no event shall exceed the normal annual salary of the employee. Such leave shall not exceed two (2) years in duration and shall not exceed two (2) years during any five (5) years of County service.

Section J - Worker's Compensation:

1. An employee who is determined by the Superintendent of Highways to be unable to work because of occupational injury or disease as defined in the Worker's Compensation Law, and as a result thereof is necessarily absent from work, and files a claim therefor with the Worker's Compensation Board, shall after a waiting period of ten (10) working days be allowed leave from their position with full pay for any period of absence not to exceed sixty-five (65) working days within six (6) months from the date of such disablement as determined by the Worker's Compensation Board. Such leave may be extended in the discretion of the Employer up to an additional sixty-five (65) working days within nine (9) months from the date of the disablement as determined by the Worker's Compensation Board.
2. Worker's Compensation benefits for wage or salary compensation to which the employee is or may be entitled for any period for which the employee is receiving or has received pay from the Employer under the provision of this section shall be assigned by the employee to the Employer as reimbursement for wages paid. An employee who receives a check for such compensation benefits from the Worker's Compensation Insurance Company for any period for which the employee is entitled to benefits from the Employer under the provisions of this section, shall, within five (5) days thereafter, convey said check to the Employer after duly endorsing same, or shall reimburse the Employer for the amount of said check. Receipt and deposit by an employee of such Worker's Compensation benefits without reimbursement to the Employer as provided for herein shall be deemed to be a waiver by such employee of the benefits provided for in this section, and the Employer may take whatever action it considers necessary to recover payments it has made to the employee under the provisions of this section.

3. Before granting leave with pay pursuant to the provisions of this section, the Superintendent of Highways may require such proof of the employee's inability to work as it may deem necessary.
4. If the employee's claim for benefits under the Worker's Compensation Law is controverted by the Worker's Compensation Insurance Company, the employee shall not be entitled to leave under this section. If final determination of the controverted claim is in favor of the employee, they shall be entitled to receive the benefits of this section as if such claim had never been controverted.
5. Leave under this section may be withheld or terminated if the Superintendent of Highways determines that the occupational injury or disease suffered by the employee is of such a nature as to permanently incapacitate them from performing the duties of their position.
6. An employee who received full pay for any period of leave under this section shall earn vacation, personal and sick leave credits during such period.
7. Upon request of the employee to resume their employment at or prior to the expiration of the maximum period of allowed leave, the Superintendent of Highways may require the employee to undergo medical examination by a physician designated by the Superintendent of Highways and at the expense of the Employer before the employee may be permitted to resume their employment in order to establish that such employee is physically and mentally able to work without jeopardizing the health and safety of other employees as well as their own.
8. In order to enable the Superintendent of Highways to make such determinations as are authorized or required under this section, the Superintendent of Highways may require an employee at any time to be examined by a physician designated by the Superintendent of Highways at the Employer's expense.
9. This section shall not be construed to require extension of any employment beyond the time at which it would otherwise terminate.

Section K - Funeral Leave:

An employee shall be allowed a maximum of three (3) working days funeral leave in the event of a death within their immediate family (parent, step-parents, sibling, spouse, grandparents of employee or spouse, parents of spouse, step-parents of spouse, sister-in-law, brother-in-law, or dependent child). Such leave cannot be used in place of or to extend any other kind of paid leave.

ARTICLE XXI
LEAVE WITHOUT PAY

Section A - The Superintendent of Highways, upon the written request of the employee or the union, may grant a leave of absence without pay to such employee not to exceed one (1) year. Such leave must be for a specific period of time, however, the employee and the Superintendent of Highways may mutually agree to terminate such leave prior to its expiration.

Section B- The Superintendent of Highways, upon request, shall grant a leave of absence without pay to no more than two (2) union members not to exceed an aggregate total of ten (10) working days in any calendar year.

ARTICLE XXII
MEDICAL, DENTAL OPTICAL AND HOSPITALIZATION INSURANCE

Section A - 1. The Employer shall pay the premium or cost for the individual employee and dependents under a health benefit plan which provides benefits which are substantially equivalent to those provided from time to time by the New York State Core Plan with medical and psychiatric enhancements.

Effective January 1, 1994 new hires eligible for family plan benefits shall contribute on a flat fee basis the dollar equivalent of twelve (12%) percent of the State COBRA rate that is in effect on January 1, 1994 for a period of five (5) years from their eligibility for medical benefits. Effective January 1, 1994 new hires eligible for individual plan benefits shall contribute on a flat fee basis the dollar equivalent of ten (10%) percent of the State COBRA rate that is in effect on January 1, 1994 for a period of five (5) years from their eligibility for medical benefits. Employees who have contributed toward their medical benefits for five (5) years shall not be required to make any further contribution toward their medical benefits.

2. **Contribution From New Hires:**
Effective January 1, 1996 all new hired employees employed subsequent to January 1, 1996 shall be required to contribute twelve (12%) percent of the State COBRA rate for individual coverage and fourteen (14%) percent of the State COBRA rate for family coverage during the employee's first ten (10) years of employment. Thereafter, such employees shall not be required to make any further contributions.

Effective January 1, 1998, employees thereafter hired shall contribute under the above COBRA formula fourteen (14%) percent for individual coverage and sixteen (16%) percent for family coverage during such new employees first fifteen (15) years (390 payments) of employment. Thereafter, such employees shall not be required to make any further contributions. State COBRA rates set forth above shall be determined on January 1, 1996, January 1, 1997 and January 1, 1998 respectively.

3. **No Contribution from Current Employees:**
All full-time unit employees employed by the County on December 31, 1993 shall not be required to contribute toward their medical benefits for the duration of their unit employment with the County.
4. **Lag For New Hires:**
All new hires shall become eligible for medical benefits after completing three (3) months of service.
5. **Prescription Drugs:**
In the event that the CSEA agrees to modify the existing co-pay waiver for prescription drugs purchased through the County Health Complex, then such Agreement shall prevail upon this unit.

Section B - The Employer agrees to provide individual / family dental benefits through Delta Dental for employees and their eligible family members.

Section C - The Employer agrees to pay the premium for all full time members of the bargaining unit and their families for an optical plan for the life of this agreement. The maximum premium to be paid for the optical plan shall be \$200.00 per annum, per employee. Contributions shall be remitted on a monthly basis to the UPSEU Benefit Plan.

ARTICLE XXIII **PARTICIPATION IN THE NEW YORK STATE RETIREMENT SYSTEM**

The employer agrees that it will maintain the non-contributory Section 75-I of the Retirement Law, including the following options:

1. Application of unused sick leave credits upon retirement (Section 41-j)
2. Service allowances for military service in World War II (Section 41-k)
3. Transfer of services from another system (Section 43-g)
4. Credit for other military service as provided in Section 243 (4) of the military law.
5. Guaranteed ordinary death benefits (Section 60-b).

ARTICLE XXIV **GRIEVANCE PROCEDURE**

The Grievance Procedure as contained in Appendix "C" is hereby adopted and made an integral part of this Agreement.

ARTICLE XXV
GENERAL PROVISIONS

Section A - All leave credits, except personal leave, accumulated or earned by an employee as of the close of business December 31 of any year shall be carried over to the employee's credit as of the start of business January 1 of the subsequent year.

- Section B -
1. A bulletin board, or a reasonable portion of existing bulletin boards will be made available for employees and the Union's use whenever it is possible and practical to do so. Bulletin boards which serve the general public shall not be used by an employee or Union.
 2. Designation of a bulletin board for use by an employee or the Union shall be made by the appointing authority concerned.
 3. Any bulletin board so designated shall not be used for personal business or political activity. Any material posted must be dated and removed after thirty (30) days. The Union assumes responsibility for maintaining designated bulletin boards in a neat and orderly manner. However, the Employer reserves the right to remove any material which, in its judgment, does not conform to the requirement of this section.

Section C - The Employer desires to maintain a working environment that reasonably serves the comfort and well being of its employees. Wherever practical and possible within the physical limitation imposed by a location, the Employer will endeavor to maintain adequate rest area facilities.

Section D - The Employer will furnish special work clothing for safety equipment as follows:

1. **Uniforms:**
 - 2002 - Six (6) sets of uniforms - Colors: orange shirts, blue pants.
 - 2003 - Six (6) sets of uniforms - Colors: orange shirts, blue pants.
 - 2004 - Six (6) sets of uniforms - Colors: orange shirts, blue pants.

Notwithstanding the above, all mechanic employees shall receive blue uniforms and tee shirts, which shall be replaced as needed. The Employer shall, within the first year of the agreement implement a system of cleaning the mechanics' uniforms.

2. Waiting period for new hires to receive six (6) sets of uniforms. The waiting period for new hires to receive uniforms and work shoes shall be thirty (30) days.
3. The uniforms remain the property of the County of Rockland.
4. Uniforms must be worn at all times. Failure to wear the uniforms will subject the employee to progressive discipline.
5. The County shall replace jackets on a wear and tear basis.

6. **Foul Weather Gear:**
Maintenance and Construction crews:
Rain suits including hoods and boots

7. **Protective, Safety Clothing and Equipment:**
 - a) Hard hats - maintenance and construction crews

 - b) Respiratory masks - men in paint shop

 - c) Safety glasses - as required

 - d) Safety vests - flagmen

 - e) Reflective gloves for helpers on snow plows

 - f) The Employer agrees to provide metric tools as needed and required in the maintenance and/or repair of department vehicles. Such tools shall remain the property of the Employer.

 - g) The Employer agrees to replace personal tools used by the department's Auto Mechanics and Assistant Auto Mechanics in the repair and/or maintenance of department's vehicles if they are broken in such use.

 - h) Tool replacement - The County agrees to replace broken or stolen tools within thirty (30) days.

 - i) Work gloves - each unit employee shall be provided with two (2) pairs of work gloves which shall be replaced as needed by the County.

 - j. Pull over boots - an adequate supply of pullover boots shall be supplied by the county.

 - k) The Employer agrees to provide a maximum of two (2) pairs of work shoes per year, as required.

 - l) The County shall provide an annual fund of \$500.00 total, for the purpose of purchasing specialized tools for use by the mechanics. Specialized tools shall be those not ordinarily found in a mechanic's tool set but which are necessary to perform a specific task in a unique situation or on a new vehicle. Such purchases shall be initiated by the request of the shop steward and shall be subject to the approval of the Superintendent of Highways.

Section E - Within sixty (60) days of the effective date of this Agreement, the Superintendent of Highways shall meet with a committee of the Union consisting of no more than three (3) persons and upon mutual agreement establish an in service training program.

Section F - The Employer agrees to furnish each of its employees one (1) copy of this Agreement.

Section G - Daily time records showing actual time worked by an employee and all leave credits earned, accumulated and taken shall be maintained by the Superintendent of Highways on a form approved by the Personnel Office. The employee shall be provided a summary of all expended, earned and accumulated leave credits as of the end of each calendar quarter.

Section H - Employees shall be allowed ten (10) minutes of clean-up time immediately prior to the quitting time of their normal work day. Such time is to be used not only for personal needs but to properly store tools and motorized equipment as per present practice. It is understood this clean-up time shall not be allowed for any employee whose tour of duty is being extended on an overtime basis.

- Section I -
1. The Union shall designate one (1) steward for the department. The Union shall furnish the Employer the name of the steward.
 2. The steward may investigate any alleged grievance and assist in its presentation. He/she shall be allowed reasonable time therefore during working hours without loss of time or pay, upon notification and with the approval of their immediate supervisor and such approval shall not be unreasonably withheld.
 3. The Employer agrees to provide two (2) days of paid release time per year for the Chief Shop Steward to attend meeting/conferences/training programs related to Union business.

Section J - The negotiating committee of the Union shall consist of not more than six (6) employees within the negotiating unit. The Union shall furnish the Employer a list of the negotiating committee members and shall keep the list current at all times.

Section K - It is agreed and understood that any Employee who is absent from work under the provisions of Section (I) and/or Section (J) of this Article, shall not be compensated for any hours in excess of their regular working hours.

Section L - It is agreed and understood that the activities of the Union representatives shall be carried out in a manner that will minimize interference with normal work functions.

Section M - Employees shall be entitled to one (1) fifteen (15) minute rest period for each four (4) hours during the regular work day.

Section N - During ordinary snow removal and/or other emergency call-out periods, meals will be provided as stated in (a) below. In severe snow removal periods, weather and road conditions permitting, every reasonable effort will be made to give each employee a meal every six (6) to eight (8) hours.

a. **Emergency Call-out:**

The Employer shall designate restaurants in each area of the County for use during an emergency call-out or during an extended snowstorm. No one may patronize any eatery during a call out without authorization from his or her

immediate supervisor. The County shall pay the following for meals: breakfast \$7.00, Lunch \$9.00, dinner \$13.00. If the bill totals more than the above allotted, employees will be expected to pay the difference, as well as 100% of any tip to the eatery in cash before they leave.

Section O - The shop steward may meet upon request with the employer's representative during regular working hours for the purpose of making recommendations concerning practices affecting the safety of employees.

Section P - **Work Rules:**

1. The Superintendent of Highways shall furnish to the Union President within sixty (60) days of the date of this Agreement a copy of Division Work Rules, and a copy shall be posted in each major work location of the Division.
2. Work rules shall not be established or modified without prior consultation at a meeting with the Shop Steward and the Union President and shall not become effective until the same has been posted on Division Bulletin Boards for a period of three (3) work days.
3. It is agreed that any alleged violation of the work rules is a grievance.
4. Each employee in the appropriate negotiating unit as defined in Article III will be given a copy of the work rules.

Section Q - 1. All written communication from the Employer to the Union shall be addressed to:

United Public Service Employees Union
3555 Veterans Highway, Suite H
Ronkonkoma, NY 11779

Kevin E. Boyle, Jr., President

2. All written communication from the Union to the Employer shall be addressed to the County Attorney, Rockland County Office Building, New City, New York 10956.

Section R - If any Article or Section of this Agreement or any Addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Addendums shall not be effected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section S - An employee on personal leave who is required to call in to verify stand-by status shall make such call between 3:00 p.m. and 3:45 p.m. except for those on personal leave as set forth in Article XIX, Section (E) herein.

Section T - No employee shall be required to perform work which endangers his/her health or physical safety under conditions which are in violation of any local, state or federal health and safety laws.

Section U - 1. Employees shall give one week's notice to review their personnel files at such reasonable times as may be determined by the Superintendent. Single copies may be made of any materials claimed by the employees to not have been previously seen by them. Employees shall have the right to attach a written rebuttal to any such item.

Section V - The County negotiators will strongly recommend, and endorse, to the County Executive that the retroactive payments be made in a single, separate paycheck.

Section W - In lieu of actual and necessary expenses (excluding tolls, meals, and lodging, if any) when use of personal motor vehicles on County business is authorized by the Employer, the Employer agrees to provide a mileage allowance equal to that specified by the IRS code mileage provision.

Section X - All unit members shall be subject to the provisions of the Rockland County Drug and Alcohol Policy. The non-Department of Transportation employees shall be placed in a separate pool for purposes of random testing. The Rockland County Drug and Alcohol Policy, as attached, shall be incorporated into the agreement.

ARTICLE XXVI

NECESSITY FOR APPROVAL BY THE APPROPRIATE LEGISLATIVE BODY

IN ACCORDANCE WITH SECTION 204-a OF THE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXVII

DEFINITIONS OF TERMS AS USED IN THIS AGREEMENT

1. **Anniversary Date:**

The parties agree that an employee's original anniversary date does not change when changing job titles, but remains as their date of first appointment in continuous County service.

2. **Appointing Authority:**

A public officer having the power to appoint or employ all subordinates and employees in his/her respective office, agency or department.

3. **Continuous Service:**
Continuous employment from the date of appointment in County service where there has been no break of service in excess of one (1) year except authorized leave of absence.
4. **Day of Rest** - Either one of two regularly scheduled consecutive 24-hour periods during which the employee is not regularly required to work.
5. **Emergency:**
Events or circumstances beyond the control of the Employer such as an Act of God, riot, flood, civil disorder or any other similar act.
6. **Employee:**
One whose position or job has been determined to be within the negotiating unit. A part-time employee is one whose work week is less than the basic work week for the class of position in the department.
7. **Leave:**
Authorized absence of an employee from his/her work during his/her normal working hours.
8. **Rotating Basis:**
When applied to overtime work, shall mean that assignments to such work shall be consecutive in descending order of seniority in classification. Thus, the most senior employee in a classification shall not receive a further overtime assignment unless and until every other employee in this classification has met one of the following conditions:
 - a. Worked an overtime assignment
 - b. Been offered an overtime assignment and either (1) declined the assignment or (2) was not available when called.
9. **Classified, Competitive, Non-Competitive, Labor, Permanent, Provisional, Temporary, Transfer, Demotion, Promotion:**
Are used and defined as they are used and defined in the New York State Civil Service Law and the Rockland County Civil Service Rules.

ARTICLE XXVIII
DURATION OF THE AGREEMENT

Section A - The terms of the expired Collective Bargaining Agreement between the County and UPSEU, which commenced on January 1, 1999 and expired at midnight on December 31, 2001, shall continue, except as herein amended and/or modified through December 31, 2004.


Section B - Non-economic terms and conditions of employment refer to provisions of the Agreement that do not require an expenditure of funds by the Employer.

Section C -

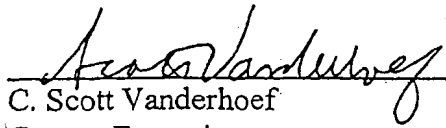
This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than one hundred fifty (150) days prior to the termination date; this Agreement shall remain in full force and be effective during the period of negotiations and until the termination date set forth herein above.

ARTICLE XXIX
RETROACTIVITY

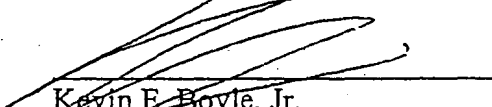
The parties agree that unless otherwise provided, the provisions of this Agreement shall be retroactive to January 1, 2002.

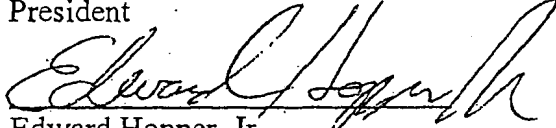
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers and their corporate seals to be hereunto affixed this 11th day of FEBRUARY, 2002 

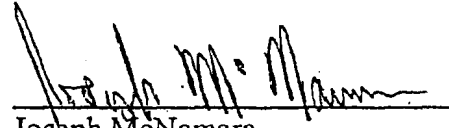
FOR THE COUNTY:
THE COUNTY OF ROCKLAND


C. Scott Vanderhoef
County Executive

FOR THE UNION:
UNITED PUBLIC SERVICE EMPLOYEES UNION


Kevin E. Boyle, Jr.
President


Edward Hopper, Jr.
Chief Steward


Joseph McNamara
Assistant Shop Steward

APPENDIX "A-1"
DEFINITION OF GRADES AND TITLES

<u>GRADE</u>	<u>TITLE</u>
1	Laborer I
2	Laborer II Motor Equipment Operator I
3	Assistant Automotive Mechanic Assistant Building Maintenance Mechanic Highway Maintenance Mechanic Motor Equipment Operator II Storekeeper (Highway)
4	Automotive Mechanic Motor Equipment Operator III Road Inspector Skilled Laborer Welder and Assistant Auto Mechanic
5	Yard Supervisor
6	Highway Maintenance Supervisor I Shop Supervisor

APPENDIX "A-2"

UPSEU SALARY RATE SCHEDULE - JANUARY 1, 2002 - DECEMBER 31, 2004

GRADE	1/1/2001	1/1/2002	1/1/2003	1/1/2004	1/1/2001	1/1/2002	1/1/2003	1/1/2004	1/1/2001	1/1/2002	1/1/2003	1/1/2004	1/1/2001	1/1/2002	1/1/2003	1/1/2004	1/1/2001	1/1/2002	1/1/2003	1/1/2004	1/1/2001	1/1/2002	1/1/2003	1/1/2004	1/1/2001	1/1/2002	1/1/2003	1/1/2004	1/1/2001	1/1/2002	1/1/2003	1/1/2004	1/1/2001	1/1/2002	1/1/2003	1/1/2004					
1																																									
104.00%	\$14.82	\$15.41	\$15.99	\$16.59	\$15.30	\$16.45	\$17.11	\$17.75	\$18.42	\$15.76	\$16.23	\$16.72	\$17.22	\$17.74	\$18.27	\$19.18	\$20.14	\$21.15	\$22.21																						
103.75%	\$15.41	\$15.99	\$16.51	\$17.13	\$16.39	\$16.88	\$17.51	\$18.17	\$18.84	\$16.72	\$17.39	\$18.04	\$18.58	\$19.14	\$19.71	\$20.70	\$21.73	\$22.82	\$23.96																						
103.75%	\$15.99	\$16.59	\$17.13	\$17.75	\$17.00	\$17.51	\$18.17	\$18.84	\$19.54	\$18.72	\$19.28	\$19.86	\$20.45	\$21.04	\$21.62	\$22.69	\$23.72	\$24.86	\$26.01																						
2																																									
104.00%	\$15.53	\$16.15	\$16.76	\$17.39	\$16.45	\$17.45	\$18.15	\$18.83	\$19.54	\$17.98	\$18.69	\$19.26	\$19.83	\$20.43	\$21.04	\$22.18	\$23.27	\$24.41	\$25.59																						
103.75%	\$16.15	\$16.76	\$17.39	\$18.04	\$17.11	\$18.15	\$18.83	\$19.54	\$20.28	\$19.40	\$20.08	\$20.77	\$21.46	\$22.15	\$22.84	\$24.07	\$25.15	\$26.28	\$27.45																						
103.75%	\$16.76	\$17.39	\$18.04	\$18.75	\$17.75	\$18.83	\$19.54	\$20.28	\$21.04	\$20.12	\$20.77	\$21.46	\$22.15	\$22.84	\$23.53	\$24.86	\$25.94	\$27.12	\$28.34																						
3																																									
104.00%	\$16.96	\$17.64	\$18.30	\$18.99	\$18.10	\$19.20	\$19.97	\$20.72	\$21.50	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26	\$22.92	\$24.22	\$25.27	\$26.47	\$27.71																						
103.75%	\$17.64	\$18.30	\$18.99	\$19.75	\$18.82	\$19.97	\$20.72	\$21.50	\$22.30	\$20.57	\$21.19	\$21.82	\$22.48	\$23.15	\$23.82	\$25.21	\$26.25	\$27.54	\$28.83																						
103.75%	\$18.30	\$18.99	\$19.75	\$20.54	\$19.53	\$20.72	\$21.50	\$22.30	\$23.14	\$21.34	\$21.98	\$22.64	\$23.32	\$24.01	\$24.69	\$26.17	\$27.20	\$28.58	\$30.00																						
4																																									
104.00%	\$18.35	\$19.08	\$19.80	\$20.54	\$19.48	\$20.67	\$21.49	\$22.30	\$23.14	\$21.29	\$21.92	\$22.58	\$23.26	\$23.95	\$24.64	\$26.12	\$27.15	\$28.62	\$30.10																						
103.75%	\$19.08	\$19.80	\$20.54	\$21.33	\$20.26	\$21.49	\$22.30	\$23.14	\$24.01	\$22.14	\$22.77	\$23.45	\$24.14	\$24.84	\$25.54	\$27.11	\$28.14	\$29.71	\$31.29																						
103.75%	\$19.80	\$20.54	\$21.33	\$22.17	\$21.81	\$23.14	\$24.01	\$24.84	\$25.72	\$23.83	\$24.54	\$25.28	\$26.04	\$26.81	\$27.58	\$29.24	\$30.31	\$32.06	\$33.81																						
5																																									
104.00%	\$19.05	\$19.81	\$20.55	\$21.33	\$20.31	\$21.55	\$22.41	\$23.25	\$24.12	\$22.19	\$22.86	\$23.54	\$24.25	\$24.97	\$25.69	\$27.34	\$28.41	\$30.16	\$31.91																						
103.75%	\$19.81	\$20.55	\$21.33	\$22.17	\$21.12	\$22.41	\$23.25	\$24.12	\$25.00	\$23.08	\$23.77	\$24.49	\$25.22	\$25.96	\$26.70	\$28.43	\$29.50	\$31.35	\$33.10																						
103.75%	\$20.55	\$21.33	\$22.17	\$23.01	\$22.74	\$24.12	\$25.00	\$25.88	\$26.81	\$24.84	\$25.59	\$26.36	\$27.15	\$27.94	\$28.73	\$30.54	\$31.61	\$33.56	\$35.50																						
6																																									
104.00%	\$19.58	\$20.36	\$21.13	\$21.92	\$20.88	\$22.15	\$23.04	\$23.90	\$24.80	\$22.82	\$23.50	\$24.21	\$24.93	\$25.66	\$26.40	\$28.14	\$29.21	\$31.16	\$33.10																						
103.75%	\$20.36	\$21.13	\$21.92	\$22.77	\$21.72	\$23.04	\$23.90	\$24.80	\$25.72	\$23.73	\$24.44	\$25.17	\$25.93	\$26.69	\$27.46	\$29.28	\$30.35	\$32.40	\$34.44																						
103.75%	\$21.13	\$21.92	\$22.77	\$23.64	\$22.53	\$23.90	\$24.80	\$25.72	\$26.66	\$24.62	\$25.36	\$26.12	\$26.91	\$27.70	\$28.49	\$30.40	\$31.47	\$33.62	\$35.75																						

APPENDIX "B"

PROVISIONS FOR THE ADMINISTRATION OF THE WAGE PLAN

1. **General:**
The rates of pay for the various positions determined to be in the unit shall be as set forth in Appendix "A-2".

2. **Administration:**
The Commissioner of Personnel shall be responsible for the administration of the wage plan.

3. **Permanent Appointment to a Position Allocated to a Higher Hourly Rate of Pay:**
Any Employee in the unit receiving a subsequent permanent appointment to a position allocated to a higher hourly rate of pay shall receive a five (5) percent increase in their present hourly rate of pay or the hourly rate for such position as set forth in Appendix "A-2", whichever is greater.

4. **Demotion or Subsequent Appointment to a Position Allocated to a Lower Hourly Rate of Pay:**
Any employee in the unit receiving a demotion or subsequent permanent appointment to a position allocated to a lower hourly rate of pay shall be paid at the hourly rate of pay for such position as set forth in Appendix "A-2".

5. **Longevity:**
 - a. An employee shall be eligible to receive an increase in their hourly rate of pay for longevity provided that:

The employee is specifically recommended by the Superintendent of Highways to receive a longevity increase.

 - b. No employee shall receive more than one longevity increase in any one year.

 - c. The increase for longevity shall be computed as follows:

Completed Years of Service	Increase	Cumulative Increase
10	5% of Base Hourly Rate	5% of Base Hourly Rate
15	5% of Base Hourly Rate	10% of Base Hourly Rate
20	5% of Base Hourly Rate	15% of Base Hourly Rate
25	5% of Base Hourly Rate	20% of Base Hourly Rate

APPENDIX "C"
GRIEVANCE PROCEDURE

A. BASIC STANDARDS AND PRINCIPLES:

1. It shall be the fundamental responsibility of all levels of supervision, commensurate with the authority delegated to them by their supervisors, promptly to consider and take appropriate action upon grievances presented to them by the Union. The Superintendent of Highways shall be responsible for the provisions of this Grievance Procedure being carried out.
2. In any instance where a grievance involves more than one employee, the matter shall be referred to the lowest supervisory level common to all of the aggrieved.
3. Every effort shall be made on the part of all parties to resolve any grievance or dispute at the lowest supervisory levels.

B. APPLICATION:

The provisions of this procedure shall apply to an alleged violation which may arise pertaining to the application, interpretation or enforcement of any provisions of this Agreement.

C. CONSIDERATION OF GRIEVANCES:

1. Any grievance initiated under this procedure must be presented within thirty (30) days of its alleged occurrence.
2. All grievances shall be presented by the Union through the regular supervisory channels and in the following manner:
 - a. **The First Stage - The Foreman or his/her equivalent:**

The Shop Steward, with or without the employee, shall first request an interview with the foreman. The foreman shall within two (2) business days hold an informal discussion with the Steward. To the extent his/her authority permits, the foreman shall make every attempt to arrive at an amicable settlement of the grievance. In any event, a written determination shall be made and given to the Steward within two (2) business days after the informal discussion. If the foreman is unable to resolve the grievance to the Steward's satisfaction or if the matter is beyond the authority of the foreman, they shall advise the Steward to submit the grievance in writing in accordance with the provisions of section (b) herein. The grievance statement shall be as brief as practicable and constitute a statement of fact as defined in Section (G).

b. **The Second Stage - The General Foreman:**

If a grievance is not satisfactorily settled at the first stage, the Steward may within three (3) business days of notice from the foreman request a review by presenting said grievance in written form as a statement of fact to the General Foreman. The General Foreman shall meet with the Steward within five (5) business days after receipt of the grievance. The review shall be informal and every attempt shall be made to reach an amicable settlement. In any event, the General Foreman shall within three (3) business days of the informal hearing give his/her determination in writing to the Steward with copies to the Superintendent of Highways and the Foreman.

c. **The Third Stage - The Superintendent of Highways:**

If a grievance is not satisfactorily settled at a lower stage, the Shop Steward or the Union President may within three (3) business days of the date of the notice of the determination at the second stage request a review by the Superintendent of Highways or a member of his staff designated by him to act in his behalf. However, the person so designated by the Superintendent of Highways shall not have been involved in the first or second stage of the grievance. An agreed upon statement of fact may be submitted jointly by the Union and the General Foreman, or each shall submit separate statements. The Superintendent of Highways or his designated staff member shall meet with either or both of the union representatives within five (5) business days after receipt of the grievance. The review shall be informal, except that a written record must be maintained of the review. Such record shall constitute an adequate summary of the review and need not be a verbatim transcript.

In any event, the Superintendent of Highways shall within five (5) business days of review give his determination in writing to the Union together with a copy of the written record of the review.

d. **Appeal From the Superintendents of Highway's Determinations:**

1. Upon failure to resolve the grievance satisfactorily with the Superintendent of Highways, the union may appeal in writing to the Grievance Board within twenty (20) days of notice of the Superintendent of Highways' determination. The appeal request shall be a statement of fact as defined in Section G and shall be filed with the employer and the Rockland County Department of Personnel.
2. Upon receipt of the appeal from the union, the employer shall file with the Grievance Board all records pertaining to previous actions and determinations concerning the grievance.

D. CONSIDERATION OF GRIEVANCE:

1. The Grievance Board shall consist of three (3) members.
 - a. One member shall be appointed by the Employer for an indefinite term to serve at his pleasure.
 - b. One member shall be appointed by the union for an indefinite term to serve at its pleasure.
 - c. The two members so appointed shall select the third member from the community as an impartial arbitrator. If they cannot agree on the choice of the third member within two (2) business days after receipt of a grievance, a panel of five (5) names shall be requested from the Public Employment Relations Board. Upon receipt of the list of names, the Employer's and the Union appointees shall select one (1) name. If they cannot agree on one of the listed arbitrators then the employer's appointee and the union appointee shall each strike out one (1) arbitrator's name from the list of five (5) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.
 - d. The duly selected arbitrator shall serve only for the period of time needed to adjudicate a specific grievance.
 - e. The duly selected arbitrator shall serve as Chairman of the Board.
 - f. If any member of the Board shall have been directly or indirectly involved in a grievance pending before the Board, they shall immediately disqualify themselves from participating in any deliberation or voting on the determination of that grievance. A new member shall be appointed to serve in their place as herein provided, until a final determination is made of the particular grievance.
 - g. A quorum of the Board shall consist of the full Board. Two concurring votes shall prevail in all matters before the Board.
 - h. The Employer shall provide a suitable place of meeting. Members of the Board, except for the Arbitrator, shall serve without pay.
 - i. The fees and expenses of the arbitrator, and the stenographic services and other costs shall be shared equally by the Employer and the Union.

IN THE ALTERNATIVE, THE DULY SELECTED ARBITRATOR MAY AT THE OPTION OF THE PARTIES SERVE AS A SINGLE ARBITRATOR.

2. **Scope of Authority and Power:**

- a. The Grievance Board is empowered to receive, investigate, adjust and adjudicate grievances submitted to it in accordance with this procedure. The jurisdiction of the Board is limited to grievances of the Employees within the negotiating unit.
- b. The Board may conduct a hearing; take testimony of the parties and their witnesses; receive documents or other papers submitted to it; summon any and all persons considered necessary to the equitable adjustment of the grievance; and establish rules for the conduct of its proceedings and hearings not inconsistent with the provisions of this grievance procedure.
- c. The Board shall neither add to, detract from, nor modify the language of this Agreement in arriving at the determination of any issue that is presented for determination.
- d. The Board shall expressly confine itself to the precise issues submitted for determination and shall have no authority to determine any other issue not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

3. **Procedure:**

- a. The Board shall not be bound by formal rules of evidence.
- b. The Board shall conduct a hearing within fifteen (15) business days of receipt of an appeal. It shall give at least three (3) days notice of the time and place of such hearing to the union and the Superintendent of Highways, all of whom shall be entitled to be present and to be heard at the hearing. Such hearing may be conducted by any one or more members of the Board, designated by the Board to act on its behalf; provided however, that if less than the full Board presides at such a hearing, the member or members thereof conducting such hearing shall render a report thereon to the full Board and the full Board shall thereupon make its report.
- c. New evidence, testimony or argument, as well as any documents, exhibits or other information submitted to the Superintendent of Highways at the hearing held by him may be introduced at the hearing by the union, by the Superintendent of Highways or upon the request of the Grievance Board.
- d. The hearing may be adjourned from time to time by the Grievance Board if in its judgment such adjournment is necessary in order to obtain material evidence. The total of all such adjournments, however, shall not exceed ten (10) days, except that adjournments consented to by both the union and the Superintendent of Highways shall not be counted in determining the total

days of adjournments as herein limited.

- e. Within ten (10) business days after the conclusion of the hearing, the Board shall issue a written report containing a statement of the Board's finding of fact, conclusions and determinations. The Board shall send a copy of this report to the Superintendent of Highways, the union, the Employer and the Rockland County Department of Personnel.
- f. The Superintendent of Highways and the Union shall comply with the decisions of the Board, except in matters requiring additional expenditure of department funds for which there is no current budgetary allotment. Such cases will be referred to the Employer for appropriate action.

E. TIME OF HEARING:

All hearings as well as all discussions, pursuant to this grievance procedure, shall insofar as practicable, be conducted during working hours. Employees whose attendance is required at a hearing shall be allowed such time off from their regular duties as may be necessary and reasonable.

F. TIME LIMITS:

1. Failure on the part of the Union to comply with the time limits established for any state of the procedure shall be deemed a withdrawal of the grievance by the Union. In such case where the Employer's representatives have failed to comply with such established time limit, the union shall then be entitled to appeal to the next stage or directly to the Grievance Board, as the case may be.
2. Time limits may be extended by mutual consent for a period not to exceed ten (10) business days.

G. DEFINITIONS:

APPEAL:

The process or procedure by which the Union presents to the Board a grievance on which the Union has received a written determination from the Superintendent of Highways with which it is not satisfied.

BOARD:

Means the Grievance Board created by this procedure.

STATEMENT OF FACT:

Means a written summary of the alleged grievance and shall be in the following form:

1. The name, home address, title and work location of the aggrieved;
2. A recital of the circumstances or conditions alleged to constitute the grievance;
3. The specific remedy or relief sought;
4. A summary of actions taken and of determinations made at previous stages with respect to said grievance.

Introduced by:

Hon. Ilan S. Schoenberger, Sponsor
Hon. VJ Pradhan, Sponsor
Hon. William L. Darden, Sponsor
Hon. Michael M. Grant, Sponsor
Hon. Ellen C. Jaffee, Sponsor
Hon. Philip Soskin, Sponsor
Hon. Kenneth P. Zebrowski, "Jr.", Sponsor
Hon. Theodore R. Dusanenko, Sponsor
Hon. David Fried, Sponsor
Hon. Roman Rodriguez, Sponsor

Referral No. 7345
June 7, 2005

**RESOLUTION NO. 263 OF 2005
RATIFYING MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF ROCKLAND AND
UNITED PUBLIC SERVICE EMPLOYEES UNION
ROCKLAND COUNTY HIGHWAY DEPARTMENT
FOR THE PERIOD FROM JANUARY 1, 2005 THROUGH DECEMBER 31, 2006
WITH SALARY INCREASES AND OTHER BENEFITS**

SCHOENBERGER/GRANT, ZEBROWSKI, "JR.": UNAN.

WHEREAS, the County of Rockland and the United Public Service Employees Union Rockland County Highway Department have negotiated the terms and conditions of the collective bargaining agreement for the period from January 1, 2005 through December 31, 2006, and

WHEREAS, such negotiations have resulted in a Memorandum of Agreement, subject to ratification, and

WHEREAS, the United Public Service Employees Union Rockland County Highway Department has ratified said Memorandum of Agreement, attached hereto and deemed an integral part hereof, and

WHEREAS, the Budget & Finance Committee of the Legislature has met, considered and unanimously approved this resolution, now, therefore, be it

RESOLVED, that said Memorandum of Agreement be and it is hereby ratified by the Legislature of Rockland County, and be it further

RESOLVED, that said Memorandum of Agreement shall be incorporated into a contract between the parties, subject to the approval of the County Attorney, and be it further

Referral No. 7345
June 7, 2005

RESOLVED, that the Rockland County Department of Personnel shall carry out all such administrative tasks as are required to effectuate and put into operation the terms of the agreement, and be it further

RESOLVED, that the Commissioner of Finance of Rockland County be and he is hereby authorized to effectuate the payment of such salaries and wages, including retroactive payments, if required, as provided for by the terms of the Memorandum of Agreement.

JJF:dc
DL222
5/3/05 rev. 5/13/05
6/7/05

MEMORANDUM OF AGREEMENT
BETWEEN
THE COUNTY OF ROCKLAND
AND

UNITED PUBLIC SERVICE EMPLOYEES UNION
ROCKLAND COUNTY HIGHWAY DEPARTMENT

The County of Rockland (hereinafter "the County") and the United Public Service Employees Union (hereinafter "UPSEU") hereby agree to the following terms to be incorporated into a successor Collective Bargaining Agreement for the period January 1, 2005 through December 31, 2006. This Memorandum of Agreement is subject to ratification by the County Executive, the County Legislature and the membership of UPSEU.

1. Amend the prior Collective Bargaining Agreement dated January 1, 2002 through December 31, 2004, to reflect that term of this new agreement shall be January 1, 2005 through December 31, ~~2007~~ ²⁰⁰⁶ and conform all dates in the current Agreement. *2006 jaf*
2. Amend Article XV Wages by the deletion of the first three paragraphs and the substitution therefore of the following:
 - a. Effective January 1, 2005, the Wage/Salary Grade Schedule contained in Article XV, Appendix A-2, shall be modified to reflect an increase of 3.75% over the schedule in effect of December 31, 2004.
 - b. Effective January 1, 2006, the Wage/Salary Grade Schedule contained in Article XV, Appendix A-2, shall be modified to reflect an increase of 3.5% over the schedule in effect on December 31, 2005.
3. Add as new section in Article XXV:

Tuition Reimbursement Benefit

In recognition of the desire of the County to provide for the advancement and improvement in the abilities and skills of its employees, a tuition reimbursement program is established as follows:

- a. Tuition Reimbursement Benefit:

Each qualifying employee shall be eligible to receive reimbursement of college tuition fees up to a maximum of six hundred dollars (\$600.00) per semester.

b. Qualifying College Course:

- 1) Courses taken at an accredited institution of higher learning which clearly improve present job skills and/or would provide the employee with knowledge or skills necessary for another position within the bargaining unit are eligible. This shall also include courses offered by other institutions certified or licensed by the New York State Department of Education that, similarly, improve job related skills, e.g., courses offered by BOCES that improve or add skills relevant to current occupation or for promotions within a field of promotion.
- 2) Applicants wishing pre-approval of the courses that they intend to take must submit catalogue description of same to the County Department of Personnel at least three (3) weeks before the commencement of classes.
- 3) The County retains the ultimate right to determine whether or not specific courses meet eligibility requirements.

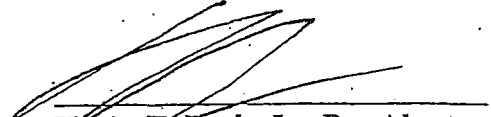
c. Payment Reimbursement:

- 1) Payment reimbursement will be made subsequent to submission of official transcripts to the County Department of Personnel showing successful course completion(s).
 - 2) Applications for reimbursement must be submitted within six (6) months of course completion.
4. Article XXV Section D(1) – Modify to the following: change 2002 to 2005 and 2003 to 2006; delete 2004.
5. Article XXII Section B – Add to paragraph – upon sixty (60) days notice to the County, United Public Service Employees Union shall be entitled to substitute its Benefit Plan Dental Program for the County Dental Plan. Contribution shall be remitted monthly by the County to the UPSEU Benefit Plan in an amount not to exceed the contribution made by the County to the CSEA Benefit Fund for its dental program.

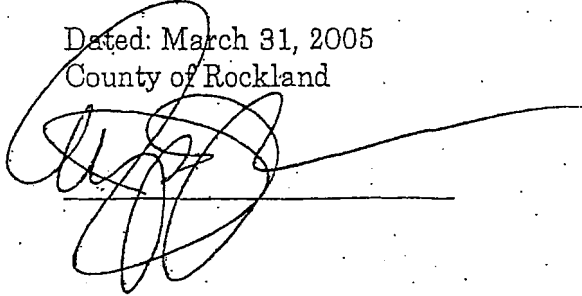
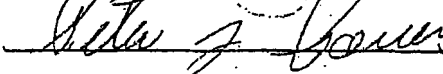
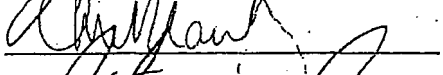
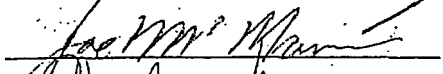
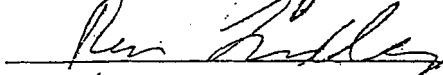
The parties hereto agree to recommended adoption of the Memorandum of Agreement by their principles:

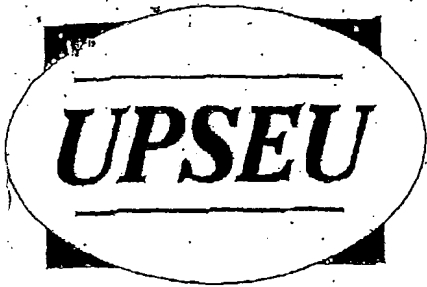
Dated: March 31, 2005
United Public Service Employees Union (UPSEU)

Dated: March 31, 2005
County of Rockland



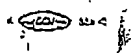
Kevin E. Boyle Jr., President





UNITED PUBLIC SERVICE EMPLOYEES UNION

3555 Veterans Highway • Suite H • Ronkonkoma • NY 11779
(631) 798-8778 • Fax: (631) 738-7236



April 26, 2005

Via Facsimile 845.426.5541 and Regular Mail

Jason & Nesson, L.L.P.
100 Red Schoolhouse Road
Chestnut Ridge, NY 10977-7055
ATTN: Jay F. Jason, Esq.

Re: Rockland County Highway Department

Dear Mr. Jason:

Please be advised that the Agreement reached between UPSEU and the County has been ratified by our members.

Kindly advise me of the Legislatures action in this regard.

Very truly yours,

Kevin E. Boyle, Jr.
President

cc: Jim Gangale
Jim Chirichella

NYNegRatified05Rockland04_25Highway1.KEB/mch

FAXED
4-26-05

CAPITAL REGION
1707 Central Avenue, Suite 202, Albany, NY 12205
(518) 464-9114

ONEIDA COUNTY
288 Genesee Street, Utica, NY 13502
(315) 798-8934

FRANKLIN COUNTY
232 West Main Street, Malone, NY 12953
(518) 481-4240



COUNTY OF ROCKLAND
OFFICE OF THE COUNTY EXECUTIVE
Alison-Paris County Office Building
New City, New York 10956
Tel. (845) 638-5122
Fax. (845) 638-5426
www.co.rockland.ny.us.

C. SCOTT VANDERHOEF
County Executive

DATE: May 23, 2005
TO: Ricardo McKay
FROM: Terry D. Grosselfinger *TDG*
RE: MOA BETWEEN COUNT OF ROCKLAND AN UPSE UNION (HIGHWAY)

Pursuant to our discussion and your inquiry, please be informed as follows:

1. The MOA is a 2-year agreement starting January 1, 2005 to December 31, 2006. It replaces the existing contract, which expired on December 31, 2004.
2. For the calendar 2005 members will receive a 3.75% increase in wages retro to January 1st of this year.
3. For the calendar year 2006 members will receive an increase of 3.5% over 2005.
4. Paragraph 3 of the MOA gives this unit a new tuition reimbursement benefit, which mirrors the CSEA contract and will reimburse eligible tuition expenses up to \$600 per semester.
5. Paragraph 4 of the MOA continues the past practice of the County providing unit members with work clothing/uniforms on a set schedule.
6. Paragraph 5 permits the unit on 60 days notice to drop Delta Dental as the provider of dental coverage and substitute the UPSEU Benefit Plan as the provider, but caps the County contribution to an amount no greater than the amount charged by the CSEA Benefit Fund for its dental coverage.

I hope this memo resolves your inquiry.

County of Rockland
 UPSE (Highway) - Contract Settlement Costs for Two Years
 \$236,200

	FY 2005	FY 2006
Salary Base	\$ 3,200,000	\$ 3,320,000
COLA Percentage	3.75%	3.50%
Total Cost for Each Year	<u>\$ 120,000</u>	<u>\$ 116,200</u>
Total Cost for Two Years		\$ 236,200

Note...

2005 UPSE Contractual Reserve Amount	\$ 110,867
2005 Cost of UPSE Contract	<u>\$ 120,000</u>
Deficit	<u>\$ (9,133)</u>