

AGREEMENT

between

GREENE COUNTY, NEW YORK

and the

GREENE COUNTY PUBLIC EMPLOYEES

LOCAL 968

of the

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

COUNCIL 66

for the period

January 1, 2026 - December 31, 2028

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AGREEMENT

Notice of Agreement: This Agreement between the County of Greene, New York, a municipal corporation organized and existing under the laws of the State of New York, (hereinafter referred to as the "Employer") and Greene County Public Employees Local 968 and Council 66 of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union").

Statutory Requirement: 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 1

PREAMBLE

1.1 Intent and Purpose: This Agreement has as its purpose the promotion of harmonious relations and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work and other conditions of employment; that the industrial and economic relations of the County and the Union will be promoted and the obligations resting upon the Employer and the Union to render honest, courteous, and efficient service will be recognized and consistently fulfilled and that there shall be set forth herein a basic agreement covering rates of pay, hours of work and conditions of employment which are to be observed by the parties.

1.2 Definition of Employee: The term "employee" when used in this Agreement shall include an employee within the respective jurisdictions of Greene County Highway Department, who is in the bargaining unit.

1.3 Management Rights: It is agreed that the Employer retains the right to direct employees, to hire, promote, transfer, discipline subject to law and terms and conditions of this Agreement; to maintain the efficiency of operations entrusted to the Employer; to determine the methods, means and personnel by which said operations are to be conducted, and to take whatever action is necessary to carry out the mission of the Greene County Highway Department, provided that such rights shall not be in violation of any other sections of this Agreement.

ARTICLE 2

BARGAINING AGENCY

2.1 Recognition: The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all provisional and permanent employees of the Employer in the Highway Department with the exception of supervisory,

clerical, professional, and technical employees, those appointed and those employed in classifications and titles of an administrative nature, and temporary and seasonal employees, but including highway working foreman and highway building supervisor.

2.2 Pledge Against Interference: The Employer recognizes the right of an employee to become a member of the Union and will not interfere with an employee's rights to do so or to remain in such membership.

2.3 Union Dues: Any employee covered by this Agreement who is a member of the Union, and any employee who elects to join the Union, shall tender the monthly membership due to the Union by signing the authorization card for payroll deduction of dues provided by the Union. Payroll deduction of Union Dues shall be remitted by the Employer on a monthly basis to the designated financial officer of the Union with a list of those for whom Union Dues have been deducted.

2.4 Indemnification Clause: The Union will indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Employer in reliance upon dues deduction authorization cards furnished by an employee and/or the Union.

2.5 Union Bulletin Boards: The Union shall have the exclusive use of a bulletin board on the Employer's premises for the posting of notices relating to Union meetings, official business and any other Union information.

2.6 Pledge Against Discrimination: The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability or political affiliation.

2.7 Access to Premises: The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, representatives of Council 66 and/or representatives of Local 968 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not unduly interfere with the performance of duties assigned to employees.

2.8 No Strike Clause: Local 968 affirms that it does not assert the right to strike against the Employer and agrees not to assist or participate in such strike.

ARTICLE 3

UNION REPRESENTATION

3.1 Principles: It is mutually agreed that the principle of proportional representation which reflects a steward for each group of employees is a sound and sensible basis for representation. In furtherance of this principle, the Employer shall be notified by the Union of a Steward and an Alternative Steward, serving in the Steward's absence, in each Highway Department work area. The Union shall notify the Employer of the regular employee who shall serve as the Chief Steward for all employees of the Highway Department recognized by this Agreement.

3.2 Leave for Investigating or Presenting Grievances:

3.2.1 Only the President of the Union, Chief Shop Steward or the appropriate Steward as defined in Section 3.1 above, but no more than two representatives at any one time, shall be allowed release time, without loss of pay or leave credits, for the purpose of investigating and presenting a duly filed grievance.

3.2.2 Requests for the use of release time shall be made to the Superintendent or designee on the standard request for leave form provided by the Employer. Requests shall be made sufficiently in advance to permit proper scheduling. Approval for said leave will be given at the earliest opportunity with no request unreasonably denied. In the case when the Superintendent or designee is/are not available and the situation is of an emergent nature, the President of the Union, Chief Shop Steward and/or the Steward shall be allowed to leave the worksite.

3.3 Union Business

3.3.1 Only the President of the Union, the Chief Shop Steward and/or the appropriate Steward shall be allowed release time, without loss of pay or leave credits, for the following activities:

to attend Step Two and Step Three hearings;

to attend disciplinary hearings;

to attend PERB conferences and hearings.

3.4 Release Time for Negotiations

3.4.1 Designated members of the Union shall be allowed release time, without loss of pay or leave credits, to participate in contract negotiations.

3.4.2 At any time, no more than five employees shall receive release time for the purpose of negotiations.

3.5 Requests for Release Time

3.5.1 Requests for the use of release time shall be made to the Superintendent of the Highway Department or Deputy Superintendent of the Highway Department, on the standard request for leave form provided by the Employer.

3.5.2 All such requests shall be made at least twenty-four hours in advance. Such requests will not be unreasonably denied. An employee requesting such leave shall not be allowed to leave the worksite until such leave has been approved.

3.6 Release Time for Union Conferences

3.6.1 Members of the Union designated to attend a function of Council 66 or the International Union, such as conventions or educational conferences shall be allowed release time, without loss of pay

or leave credits, to attend such conventions or conferences. No more than three duly elected members of the Union shall be allowed such leave simultaneously. Such leave shall not exceed twelve work days, in the aggregate, in any one year.

3.6.2 The President of the Union shall document the nature of the conference and notify the Superintendent of Highways of which employees have been designated to represent the Union. The President of the Union shall give the Superintendent of Highways a two week notice prior to any such leave.

ARTICLE 4

SETTLEMENT OF DISPUTES

4.1 **Grievance Procedure:** The following procedure is the sole method by which any grievance or dispute which may arise between the Union and the Employer, including the meaning, interpretation and/or application of this Agreement, may be processed in a systematic and orderly fashion.

4.1.1 Step One - Initiation: If the Union believes a grievance or dispute exists, the Union may file a formal complaint on behalf of the aggrieved employee or employees. The grievance shall specify the nature of the grievance, including the section of the Agreement that was allegedly violated.

The grievance must be submitted, in writing, to the Superintendent of Highways within ten work days from a Union official's knowledge of the occurrence. Failure to submit the grievance within said ten days shall make the grievance ineligible for appeal under this Article. Monetary awards, if any, will be limited to the date of filing of the grievance.

Within ten work days after receiving the grievance, the Superintendent of Highways shall meet with the aggrieved employee(s) and the appropriate representative of the Union. Within five work days after said meeting, the Superintendent of Highways shall issue a written response to the grievance to the President of the Union, or the President's designee.

4.1.2 Step Two - Appeal: If the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the County Administrator and/or designee. The appeal must be submitted, in writing, within five work days from receiving the Step One response, or when the Step One response should have been received. Failure to submit the appeal within said five days shall make the grievance ineligible for further appeal under this Article.

Within ten work days after receiving the appeal, the County Administrator and/or designee shall meet with the aggrieved employee(s) and the designated representative of the Union. Within ten work days after said meeting, the County Administrator and/or designee shall issue a written response to the grievance. Said response shall be given to the President of the Union, or the President's designee.

4.1.3 Step Three - Binding Arbitration: If the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and

regulations. The demand for arbitration must be filed within fifteen work days from receiving the Step Two response or when the Step Two response should have been received. Failure to file the demand within said fifteen work days shall make the grievance ineligible for arbitration.

All decisions rendered in such arbitration shall be final and binding upon both parties. The parties agree that interpretation of the express provisions of this Agreement may require examination of the administration of those provisions. However, this shall not imply that such examination gives rise to a substantive benefit not provided in this Agreement. Further, no arbitrator functioning under the procedures set forth in this Agreement shall have any power to amend, modify or delete any provisions of this Agreement.

The arbitrator's fees shall be shared equally by the Union and the Employer.

Representative of AFSCME and/or Council 66 may participate in all steps of the grievance procedure, if desired.

4.2 Discipline

4.2.1 Discipline for Just Cause

a. No employee with a permanent appointment shall be disciplined except for just cause. Such employee shall be served with a written notice of the action and the reason for it. Simultaneously, a copy of the notice shall be sent to the President of the Union.

b. The discharged or disciplined employee will be allowed to discuss the discharge or discipline with the President of the Union, Chief Steward or Steward.

c. Disciplinary Action: Disciplinary action or measures may only be imposed upon an employee for failing to fulfill the employee's responsibilities as an employee, and shall include only the following:

Oral Reprimand;

Written Reprimand;

Suspension (Notice given in writing);

Discharge.

In order to avoid discharge, the employer may, in its discretion, demote the employee in Job Specification with loss of commensurate salary and seniority, and/or transfer the employee to a different work location with loss of seniority for a maximum of one year. The parties shall review the disciplinary action within six months of its inception.

4.2.2 Consideration of Prior Counselling and/or Discipline: In imposing any discipline on a current charge other than charges of drinking and accidents caused through the operation of the Employer's vehicle, the Employer will not take into account any prior counseling memoranda, oral reprimand and/or written reprimand which occurred more than thirty-six (36) months previously.

An employee may include a response to any item of counseling or discipline placed in the employee's Personnel File.

4.3 Appeal of Disciplinary Action

4.3.1 If the Union disagrees with the disciplinary action, the Union may appeal the matter, in writing, to the County Administrator and/or designee. The appeal must be submitted, in writing, within ten work days from receiving the notice of discipline. Failure to submit the appeal within said ten days shall make the matter ineligible for further appeal under this Article.

4.3.2 Within five work days after receiving the appeal, the County Administrator and/or designee shall meet with the disciplined employee and the designated representative(s) of the Union. Within ten work days after said meeting, the County Administrator and/or designee shall issue a written response. Said response shall be given to the President of the Union.

4.3.3 If the Union is not satisfied with the response of the County Administrator and/or designee, the Union may elect to submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relation Board in accordance with its rules and procedures. The demand for arbitration must be filed within fifteen workdays from receiving the response from the County Administrator and/or designee or when the response should have been received. Failure to file the demand within said fifteen workdays shall make the matter ineligible for arbitration.

4.3.4 All decisions rendered in such arbitration shall be final and binding upon both parties.

4.3.5 The arbitrator's fees shall be shared equally by the Union and the Employer.

4.4 Limitations

4.4.1 No charges or action shall be brought against an employee for an incident other than charges of drinking and accidents that occurred more than twenty-four (24) months previous to the current date.

4.4.2 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with restoration of all other rights and conditions of employment.

4.5 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action, hence, wholly replacing the statutory provisions provided in Sections 75 and 76 of Civil Service Law.

4.6 Procedure for Due Process Hearings: Where, because of statutory mandate or judiciary imposed mandate, (limited to Section 71, 72 and 73 of Civil Service Law), the Employer is required to hold a due process hearing, the procedure utilized by the Employer shall be as follows:

4.6.1 The employee will be notified of the hearing by certified mail at least four weeks prior to the hearing date. The employee shall be entitled to retain representation and fully present testimony and evidence in support of the employee.

4.6.2 The Employer may appoint a Hearing Officer who shall have the authority to receive testimony and evidence, issue subpoenas and issue an opinion and award. Such hearing officer shall be a neutral party unrelated to the case.

4.6.3 A transcript of the hearing will be provided to the employee.

4.6.4 The hearing officer's award may be appealed by the Employer or the employee pursuant to Article 78 of the Civil Practice Law and Rules.

4.7 Labor-Management Conference

4.7.1 Labor-management conferences for important matters will be arranged between the Local Union President and the Employer or its designated representative upon the request of either party. Such meeting shall be between at least two (2) representatives of the Employer and not more than five (5) representatives of the Union. Arrangements for such labor-management conferences shall be made up in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in these conferences shall be confined to those included in the agenda. Labor-management conferences shall be held at a time, place and date as mutually agreed upon by the Employer and Union representatives. The members of the Union shall not lose time or pay for time spent in such labor-management conferences. This meeting may be attended by a representative of the Council 66 and/or a representative of the International Union.

4.7.2 The Union representatives may meet at a place designated by the Employer on the Employer's property immediately preceding a labor-management conference to confer with Council 66 and/or International representatives.

4.7.3 Meetings for the sole purpose of discussing accident prevention, hazardous physical conditions or unsafe work methods may be held under the above provisions and procedures.

ARTICLE 5

SENIORITY

5.1 Seniority, Probationary Employees

5.1.1 A newly hired employee in the competitive, noncompetitive or labor classes shall be on probation for a period as defined by Greene County Civil Service Rules as may be amended from time to time. When an employee completes the probationary period, said employee shall be entered on the seniority lists of the unit and shall rank for seniority from the date of the employee's employment. There shall be no seniority among probationary employees.

5.1.2 The Union shall represent a probationary employee for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 2.1 of this Agreement, except for discharge and discipline for other than Union activity.

5.1.3 Definition of Seniority: Seniority shall be defined as an employee's length of service from said employee's initial date of hire within the Highway Department.

5.1.4 The Employer shall notify the Union of any new employee within fifteen (15) days of hire, together with job classification and whether employment is on a permanent, provisional, seasonal or temporary basis.

5.1.5 During the Probationary Period an employee is prohibited from transferring positions/locations unless approved, in advance and in consultation with the Superintendent.

5.2 Seniority Lists

5.2.1 The seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

5.2.2 The Employer will keep the seniority list up to date at all times and will provide the Local Union Secretary semiannually with an up-to-date copy and will make available the seniority list at any time to the Secretary of the Local Union.

5.3 **Loss of Seniority:** An employee shall lose seniority for the following reasons only:

5.3.1 The employee quits.

5.3.2 The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.

5.3.3 The employee is absent for three (3) consecutive workdays without notifying the Employer. In proper cases, exceptions shall be made as follows:

The Union shall recommend in writing to the Superintendent of the Highway Department, the reinstatement of the employee giving reasons for same and if not resolved, then the matter will be referred to the grievance procedure. After such absence, the Employer will send written notification to the employee at the employee's last known address that the employee has lost seniority and employment has been terminated.

5.3.4 If the employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exception shall be made as in Article 5.3.3.

5.3.5 Return from sick leave and leaves of absence will be treated the same Article 5.3.3.

5.3.6 The employee retires.

5.3.7 The employee is subjected to disciplinary action as provided in Article 4.2.1(c). No seniority shall accrue during the duration of a disciplinary transfer. Such loss of seniority shall be limited to the duration of the disciplinary transfer.

ARTICLE 6

WORKFORCE CHANGES

6.1 Promotion and Method of Filling Positions

6.1.1

6.1.1 The term promotion means the advancement of an employee to a higher paying position. Where there is an opportunity for promotion, or whenever a new job classification opening or a vacancy occurs, the position shall be posted on all Department of Highway bulletin boards for a period of five (5) working days stating the job title, pay rate, and necessary qualifications for the job.

6.1.2 The Employer may fill any promotional opening (or new job classification or vacancy) from among its present qualified employees before filling from the general public. Seniority and qualification of current bargaining unit members shall be considered in all instances, prior to any appointment made from the general public. The following "qualification" factors shall be considered in determining which employee shall be selected, and where the Employer determines that factors (ii), (iii), (iv) and (v) are relatively equal, factor (i) shall govern: The "qualification" factors are (i) period of continuous service; (ii) ability to perform work; (iii) experience in the position and/or with the job duties of the position; (iv) attendance record for the prior three years; (v) review of Official Personnel File for the prior three years. Further, at the time of filling the job, the applicant employee must be in a full time work status, not absent due to Workers' Compensation or other long term absence.

6.1.3(a) The Employer shall have the sole discretion in filling job openings.

(b) Effective October 19, 2022, if a current employee has been upgraded to a specific title more than fifty (50%) percent of the time in the prior period of time from October 31st - November 1st, then that employee will be appointed to the higher grade level title.

6.1.4 Any employee selected in accordance with the procedure set forth above shall undergo a trial period of not less than thirty (30) nor more than ninety (90) workdays, unless it becomes apparent that the individual does not have the qualifications the employee was originally thought to have, or the employee represents a safety hazard to him/herself, the Employer, the public or County equipment. If it is found that such employee does not meet the requirements or responsibilities of the position to which the employee has been selected during the trial period, then such employee shall be restored to said employee's former position. During the trial period, the employee shall have the right to notify the employer that the employee desires to be reinstated to said employee's former position.

6.1.5 When an employee is promoted the employee shall receive an increase to the same step in the new grade. No employee shall exceed the top of the range for the new grade.

6.1.6 An employee shall be paid the rate of pay of the new class during said employee's trial period, except that in no case shall said employee be paid less than the rate of pay of the employee's former class.

6.1.7 Any employee having a desire to operate a certain piece of equipment without sufficient training and experience shall notify said employee's foreman and will be considered for training, such being eighty (80) hours operating time with the instruction and guidance of a regular operator of that piece of equipment. No pay change will be in order during such period and it will be the responsibility of the employee trainee to log hours of instruction and to obtain the signature of such log after each training period from the foreman and tender such log to the foreman upon completion of said eighty (80) hours.

6.2 Temporary Assignments: A temporary assignment is defined as the filling of a job that may occur periodically in any job classification. This temporary assignment is an upgrade which is to be filled by an employee(s) from within the same work location.

6.2.1 Temporary job assignment shall be filled by the Employer by assignment or reassignment based on seniority and qualifications within the location of the temporary assignment. If no one is available or qualified from within the location, then the Employer may look to another work location to fill the temporary assignment. If filled, it shall be by seniority and qualifications from the other work location, on a voluntary basis. If no one volunteers, then inverse seniority among those qualified shall be used. "Qualifications" shall be determined as follows: the factors shall be considered in determining which employee is selected, and where the Employer determines that factors (ii), (iii), (iv) and (v) are relatively equal, factor (i) shall govern.

The "qualification" factors are (i) period of continuous service; (ii) ability to perform work; (iii) experience in the position and/or with the job duties of the position; (iv) attendance record for the prior three years; (v) review of Official Personnel File for the prior three years.

6.2.2 An employee assigned to fill any temporary assignment shall be paid the wage rate established for the job or the employee's own wage rate, whichever is higher, provided such assignment is in excess of two (2) consecutive hours. Transportation to and from a work site shall not be considered a temporary assignment under this Article, until it exceeds three (3) hours. For purposes of this section, employees assigned to a temporary assignment will be paid the rate for the higher title provided the employee is specifically assigned the temporary work. This pay rate will continue until the Highway Building Supervisor or a direct Supervisor informs the employee that the assignment has been completed, or when the employee is given another specific assignment.

6.2.3 Work performed on temporary assignments shall be regarded as "experience" in making promotional decisions.

6.2.4 If the temporary assignment cannot be filled from within the work location, if the Employer decides to go to another work location to fill the temporary assignment, the Employer shall transport the employee.

6.3 Temporary Transfers: Is a temporary relocation to fill a job vacancy which may occur in the same job classification because of illness, vacation, leave of absence or otherwise. A temporary transfer is from one work location to another location and is of a longer duration than a temporary assignment/upgrade. The temporary transfer will be filled by the senior qualified volunteer. The following "qualification factors" shall be considered in determining which employee is selected, and where the Employer determines that factors (ii), (iii), (iv), and (v) are relatively equal, factor (i) shall govern.

"Qualifications" shall be defined as (i) period of continuous service; (ii) ability to perform work; (iii) experience in the position and/or with the job duties of the position; (iv) attendance record for the prior three years; (v) review of Official Personnel File for prior three years.

If no one volunteers, then fill will be by inverse seniority among those who are qualified.

6.3.1 If an employee is transferred temporarily to fill a work need under this Section that is not included in the Unit, the employee shall have accumulated seniority while working in the position to which said employee was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

6.3.2 An employee temporarily transferred shall be paid the wage rate established for the job or the employee's own wage rate, whichever is higher. Transportation to and from a work site shall not be considered a temporary assignment under this Article, until it exceeds three (3) hours.

6.3.3 In the temporary transfer of an employee to work in a higher classification, the Employer shall make every effort to utilize the most senior qualified available employee that volunteers. If no one volunteers, then the fill will be by inverse senior qualified employee. The term "senior qualified" will be defined as (i) period of continuous service; (ii) ability to perform work; (iii) experience in the position and/or with the job duties of the position; (iv) attendance record for the prior three years; (v) review of Official Personnel File for the prior three years. Where factors (ii), (iii), (iv), and (v) are relatively equal, factor (i) shall govern.

6.3.4 In the temporary transfer of an employee to work in a lower classification, the Employer shall make every effort to utilize the least senior qualified available employee with adequate ability to perform the tasks involved.

6.3.5 Work performed on temporary transfers shall be regarded as "experience" in making promotional decisions.

6.3.6 If an employee volunteers to take a temporary transfer there will be no transportation or mileage paid. If the employer mandates a temporary transfer the employer shall transport or pay mileage, at the employer's discretion.

6.3.7 No employee shall be entitled to transportation or travel time under Sections 6.2 or 6.3 if the transfer is the result of a disciplinary action pursuant to Article 4.2.1(c).

6.4 Layoff

6.4.1 If it becomes necessary for a layoff, the following procedure will be mandatory. Employees will be laid off according to seniority as defined in Article 5.1.3. Disposition of these cases will be proper matter for a labor-management conference and if not resolved, it shall then be subject to the grievance procedure.

6.4.2 An employee to be laid off for an indefinite period of time will have a least ten (10) workdays notice of layoff. The Local Union Secretary and/or President shall receive a list of the notice that is issued to the employee.

6.4.3 The Employer will lay off all temporary employees and all seasonal employees before any permanent or provisional bargaining unit employee is laid off.

6.5 Recall Procedure

6.5.1 When the work force is increased after a layoff, employees will be recalled according to seniority, as defined in Article 5.1.3, provided they meet the requirements of the job. Notice of recall shall be sent to the employee at said employee's last known address by registered or certified mail. If an employee fails to report within five (5) days from the date of mailing of notice of recall, said employee shall be considered a quit, subject to the provisions with respect to the five (5) day notice of recall. Recall rights for an employee shall expire one (1) year from the date of layoff or a period equal to the employee's seniority, whichever is greater. Written notice of expiration of recall rights shall be sent to the employee at the employee's last known address by registered mail or certified mail provided that the employee has not been considered a quit in accordance with this Article.

6.5.2 No new employee shall be hired until all employees on layoff status desiring to return to work who are qualified to meet the requirements of the job have been recalled.

6.6 Consolidation or Elimination of Jobs

6.6.1 An Employee displaced by the elimination of jobs through job consolidation, (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason including employees ineligible for permanent competitive appointments who have been provisionally appointed, shall be permitted to exercise said employee's seniority rights to displace (bump) another employee with less seniority in any other job in an equal or lower classification in the Highway Department.

6.6.2 An employee affected as a result of the application of this provision shall be given adequate training and orientation needed to satisfactorily perform the job to which said employee is displaced to.

6.7 **Job Classification:** The Job Classifications and descriptions which are covered by this Agreement will be as detailed by Greene County Civil Service, as same may be amended from time to time. All new job descriptions or revised job descriptions adopted by the Greene County Civil Service Commission will be sent to the Union President and the Union Labor Relations Specialist upon adoption.

ARTICLE 7

WORKING HOURS AND WORK WEEK

7.1 The basic work week for all employees of the Highway Department and its respective jurisdictions shall be eight (8) hours per day and the basic work week shall be forty (40) hours. The work days shall be from Monday through Friday.

7.2 All employees shall be scheduled to work on a regular work shift from 7:00 a.m. to 3:30 p.m., with one half (½) hour for lunch. THERE WILL BE NO SUMMER HOURS. The regular stated work schedule will remain in place year round.

7.3 Work schedules shall not be changed unless the changes are mutually agreed upon by the Employer, employee and Steward of the work area.

7.4 In the event of a County Declared Weather Emergency an employee's failure to report to work or an employee's reporting to work after the employee's scheduled starting time may be excused.

7.5 Work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled to as near the middle of each one-half shift as is possible.

7.6 An employee, who, for any reason, works beyond the employee's regular quitting time into the next shift, shall receive at least a fifteen (15) minute rest period before starting to work on such next shift. In addition, the employee shall be granted the regular rest period that occurs during the shift.

7.7 Under no circumstances except in accordance with the CDL Training Agreement (see attached, Appendix "___" shall an employee be sent home during the employee's regularly scheduled shift for the purpose of calling the employee back to work on another work shift that would normally be an overtime situation.

7.8 An employee shall be granted a fifteen (15) minute personal cleanup period prior to the end of the final work shift.

7.9 When an employee is required to report to a work area different from the work location of the employee's hire, the Employer shall provide such employee with transportation and pay the employee travel time. However, in the event of voluntary temporary transfer or reassignment to avoid layoff, this provision shall not apply to an employee for travel to and from the reassigned location.

7.10 Foremen required to report to a different location for a normal workday, shall sign in at the barn to which they are required to report but shall not be entitled to travel time.

ARTICLE 8

WAGES AND OVERTIME

8.1 **Wages:** Wage scales negotiated for this contract period shall be as shown in Appendix "A" attached hereto.

*Effective and Retro to January 1, 2026: See Salary Schedule

*Effective 1/1/2027: 2.75%

*Effective 1/1/2028: 2.75%

8.2 Rates for New Jobs: When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing the rate structure. In the event that the Union does not agree with the rate structure, it shall be subject to the grievance procedure beginning at Step Two.

8.3 Overtime Pay

8.3.1 In the interest of public safety, each employee recognizes the employee's responsibility to work a reasonable amount of overtime. **The employee will be expected to work overtime 75% of the time when called for overtime work.** If an employee must refuse emergency overtime assignment, the employee will have a valid reason or be subject to disciplinary action. For purposes of this Article, a systematic pattern of sick excuses shall be presumed to be an invalid reason.

8.3.2 An employee working over eight (8) hours in one day shall be compensated at double time. Time worked on Saturday and Sunday shall be compensated at double time. Compensation for work on holidays shall be double time in addition to the employee's regular rate of pay.

8.4 Emergency Duty: An employee called for emergency duty in addition to the employee's regular work hours shall receive not less than three (3) hours pay. The employee shall receive the applicable time for the time actually worked and, if the employee does not work three (3) hours, the employee shall receive straight time for the remaining time to the minimum of three (3) hours. This minimum shall not apply to an employee called out for emergencies while the employee is under an established standby pay arrangement. Whenever an employee is called upon for emergency duty, the employee's overtime pay shall commence one (1) hour before show-up time ; however, as long as an employee is notified during the employee's regular working hours of the need for overtime either before or after a future scheduled shift, the employee will not receive the 1-hour Emergency Duty "call in" pay, even if the employee is on scheduled approved leave (e.g. vacation) when that notification is made.

If the employee is notified outside of the employee's regular work hours, they will receive the Emergency Duty "call in" pay. They will also receive the "call in" pay if they are expected to perform the overtime duty on a scheduled day off (e.g., if an employee has December 23rd off, but there's a snowstorm and they're asked to come in).

8.5 Standby Time: Employees on standby time, by Superintendent's or Deputy Superintendent's request, shall be compensated at the rate of two (2) hours pay per day, four (4) hours for Sunday and holidays. If worked, standby time plus actual time worked shall be paid.

8.6 Meal Break: An employee required to work emergency overtime expected to exceed two (2) hours immediately following or immediately preceding the employee's regular full day shall be permitted time off with pay, not to exceed thirty (30) minutes, for the purpose of eating a meal if the employee desires, and if conditions of the emergency permit.

8.7 Equalization of Overtime

8.7.1 Overtime hours shall be divided as equally as possible among employees in the same classification in a work area. For the purposes of equalization for snow and/or ice related overtime work, HMEO-A and HMEO-B classifications will be combined into one overtime list. Records of overtime hours worked in all situations will be made available any time upon request.

8.7.2 Whenever overtime is required, the employee with the least number of overtime hours in that classification within a permanent work location will be called first and so on down the list in an attempt to equalize the overtime hours. An employee in other classifications may be called if there is a shortage of employees in the classification needed. In such cases, an employee would be called on the basis of least hours of overtime in classification, provided the employee is capable of doing the work.

8.7.3 For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period (four (4) hours minimum).

ARTICLE 9

TEMPORARY AND SEASONAL EMPLOYEES

9.1 Temporary Employees

9.1.1 When necessary, temporary employees shall be hired for a period not to exceed four (4) months.

9.1.2 Temporary employees shall not be entitled to receive fringe benefits or seniority and shall not replace permanent members of the unit, and shall not be members of the unit.

9.2 Seasonal Employees

9.2.1 Seasonal employment shall be defined as employees required to assist in County-sponsored programs and facilities whose tenure is for a specific period of time and season but not to exceed four (4) months in any one calendar year. These employees shall be discharged upon the completion of the seasonal program, and during such employees' terms of employment shall receive no fringe benefits, acquire no seniority and replace no permanent employee.

9.2.2 Seasonal employees shall not be members of the unit.

ARTICLE 10

HOLIDAYS

10.1 Holidays Recognized and Observed

10.1.1 Paid holidays shall be as follows:

New Year's Day

Labor Day

Martin Luther King Day

Veterans Day

President's Day

Columbus Day

Memorial Day

Christmas Day

Independence Day

Thanksgiving Day

Election Day

Floating Holiday

and any other holidays declared by the County.

Employees will be permitted to take a floating holiday providing the employee was on the payroll as of February 12th of that calendar year. An employee wishing to take the floating holiday must give at least 24 hours advance notice. The floating holiday can only be taken with the permission of the Superintendent or Deputy Superintendent and must be used by the end of the fiscal year. If the employee is called into work on the approved designated floating holiday, that employee will receive holiday pay as outlined in Article 8.3.2 of this agreement.

10.2 An employee will be paid the employee's current rate based on the employee's normal workday for said holidays. If the holiday falls on Sunday, the succeeding Monday shall be a paid holiday.

10.3 If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

10.4 The day before Christmas and the day before New Year's Day shall be considered as half-day holidays. Employees shall be required to work four (4) hours on these days, but shall be paid for eight (8) hours. If any work is required in addition to the four (4) hours, then such work performed shall be paid for at the rate of straight time up to eight hours. The half-holiday prior to Christmas and New Year's Day shall be celebrated on the last work day preceding Christmas Day and New Year's Day respectively, unless another date is mutually agreed between the Union and the Employer at least twenty (20) work days prior the one-half holiday.

ARTICLE 11

VACATIONS

11.1 In the event of conflict over vacation periods because the nature of the work makes it necessary to limit the number of employees on vacation at the same time, or the time of year when such vacation may be taken, then, within a given job classification, the employee with the greatest seniority shall be given preference in scheduling and taking vacation leave. Employees shall be entitled to vacations each year as follows:

Hours Earned for 80
Regular Hours Worked
Each Biweekly Pay Period

Date of employment to completion of sixty (60) months service	3.692329
Beginning of sixty-first (61) month of employment to the completion of one hundred and twenty (120) months of employment	4.615360
Beginning of one hundred twenty first (121) month of employment to completion of one hundred eighty (180) months of employment	5.538480
Beginning of one hundred eighty first (181) month of employment to completion of employment	7.692320

No vacation may be taken by an employee without prior written notification to and written approval by the Department Head or designee. Employees requesting five (5) or more days must provide a minimum of two (2) weeks' notice. Any vacation request of less than five (5) days must have a minimum of two (2) full work days' notice. No vacation may be taken until approved by the Department Head or designee.

11.2 Vacation credits may be accumulated to a maximum of forty (40) days or three hundred twenty (320) hours, by authority of the Superintendent of the Highway Department or Deputy Superintendent of the Highway Department.

11.3 If a holiday falls within vacation period, an additional day will be granted.

11.4 Accumulated vacation credits shall be paid to the employee upon the employee's severance from service for any reason or upon the employee's retirement or upon the employee's death to the employee's beneficiary or to the employee's estate.

11.4.A Vacation Sellback

Employees will be allowed the option to sell back to the County up to two hundred forty (240) hours of accumulated vacation time at the rate of 100% of its value at the time the option is exercised.

Vacation leave must already be available at the time of the request.

The request for the buy-back shall be made by November 30 for payment in the first payroll period of January and by April 30th for payment in the first payroll period in June.

The payment will be made by separate check.

11.5 During the first year of employment and upon the completion of six (6) months of employment, an employee shall be entitled to the proportionate vacation allowance for each biweekly pay period of employment as per the schedule listed above.

ARTICLE 12

PAID LEAVES

12.1 Personal Leave

12.1.1 An employee working forty hours per week shall earn and/or accrue 1.538480 hours personal leave each biweekly pay period, pro-rata. In the granting of personal leave, the employee must give the Superintendent of the Highway Department or Deputy Superintendent of the Highway Department or the employee's foreman advance notice of such personal leave. Such personal leave shall be granted for valid reasons only.

12.1.2 An employee must give the Superintendent of the Highway Department or the Deputy Superintendent of the Highway Department and/or the foreman at least one (1) days' notice for personal leave. If prior notice is not given, the employee shall be penalized one (1) day of vacation or as many days as were taken without notice.

12.1.3 Unused personal leave cannot exceed five (5) days or 40 hours.

12.1.4 Personal leave benefits shall not be paid as a termination benefit for any reason.

12.2 Bereavement Leave

12.2.1 An employee shall be permitted five (5) days leave in the event of death in the immediate family, parents, brother, sister, child, spouse, grandparents, grandchildren, mother and father-in-law.

12.2.2 An employee who desires to attend the funeral of a current or past Highway Department employee, shall be given four (4) hours time-off, with pay and benefits and without loss of accumulated leave time, to cleanup, change clothes before and after the funeral and travel to and from the funeral. To be eligible for this time off, an employee must attend the funeral.

12.2.3 For the purposes of a memorial service or burial, bereavement leave may be used even when the burial or memorial service is not within the five (5) days of death. Documentation to substantiate the memorial service or burial is to be provided to the County's Human Resources Department upon request.

12.3 Civic Duty

12.3.1 An employee who is a member of local fire, ambulance or rescue squads shall be given time-off, with pay and no loss of leave credits, provided that the employee shall return forthwith to the employee's work assignment when released by the officer in charge or when the employee's presence is no longer required, whichever occurs first. The employee must obtain authorization from the Superintendent or designee prior to leaving the worksite. Release will be in the sole discretion of the Superintendent or designee.

12.3.2 Jury Duty

An employee who must appear before a court or other public body on a personal matter, will not be paid for the day and must use accrued leave time with prior notice and approval. Furthermore, for those employees who are serving on jury duty in the County of Greene and who are released before the end of the work day, it is expected that they will return to duty upon release from jury duty service.

POLICY: All employees of Greene County are required to participate as concerned citizens in the judicial process. As an incentive, Greene County will provide time off while its employees serve on jury duty.

PROCEDURE: Requests for jury duty time off shall be made to the Department Head as soon as notice of being drawn as juror is received. Assuming the employee agrees to turn over to Greene County any jury duty pay received, the Department Head shall include all time spent on jury duty as "Regular Time" when completing the Biweekly Attendance Report form (Greene County Form #16, which can be obtained from the County Administrator's Office) Payroll Certification. In order for an employee to receive this regular time, the employee must immediately provide a copy of the jury duty summons to their Department Head. The Department Head will provide a copy of the jury duty summons to both the Director of Human Resources and the Greene County Treasurer. If there is compensation paid by any Court system to the employee, it must be turned over to the Treasurer's Office. Employees must return to work immediately after being dismissed and/or released from jury duty. Dismissed and/or Released employees who fail to return to work will be considered absent without leave authorization.

12.3.3 An employee required by the Employer to appear at any court or hearing relative to the employee's County employment or relative to another employee's job injury or disability shall suffer no loss of time or pay.

ARTICLE 13

UNPAID LEAVES

13.1 **Leave of Absence:** Leaves of absence for reasonable periods as defined below will be granted without loss of seniority for:

1. Serving in any elected position in the Union: One (1) year.
2. Maternity Leave: Nine (9) months.
3. Illness Leave (physical or mental): One (1) year.
4. Prolonged illness in immediate family of spouse, children, stepchildren, or wards: One (1) year.
5. Upon return from a leave, the employee will be reinstated in the classification upon the employee's return of duty.

6. Such leaves of absence shall be granted upon recommendation of the Superintendent of Highways and upon approval by the County Administrator and/or designee.

13.2 Educational Leave: An employee shall be granted leave of absence for a period of up to two (2) years in order to attend school full time, provided that the attendance of such courses are of mutual benefit to the employee and Employer, on recommendation of the Highway Superintendent and approved by the County Administrator and/or designee.

13.3 Military Leave - Subject to 242 and 243 of Military Law: An employee who is in any branch of the Armed Forces Reserve and/or the National Guard will be paid a maximum of thirty (30) days when engaged in normal Reserve Training Periods, provided that proof of service is submitted. If required to serve more than thirty (30) days, the Employer shall grant the employee any additional time required with loss of pay or shall allow the employee to use compensatory or vacation time.

ARTICLE 14

SICK LEAVE

14.1 Definition of Sick Leave

14.1.1 An employee contracting or incurring any non-service connected illness or disability that renders such employee unable to perform the employee's duties, shall receive sick leave with pay to the extent that such employee has been credited with sick leave.

14.1.2 An employee may use accumulated sick leave credits for making a visit to a physician which cannot be scheduled during the employee's non-working hours or for medical visits made as a result of illness or injury.

14.1.3 An employee may use accumulated sick leave credits for the illness of a child, spouse, parent or a member of the immediate household.

14.1.4 An employee on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in the Agreement.

14.2 Sick Leave Allotment: A full-time employee shall be credited with sick leave credits in accordance with the following schedule for each biweekly pay period. A part-time employee shall receive sick leave credits on a pro-rata basis. No credit shall be earned while an employee is on an unpaid leave of absence.

Sick Leave Hours Earned/Accrued
Biweekly

Full Time (80 hour) Employees
4.307692 hours
(14 days annually)

14.3 Verification of Sick Leave

14.3.1 The Superintendent of the Highway Department or Deputy Superintendent of the Highway Department, shall require medical certification from an employee when the Superintendent of the Highway Department or Deputy Superintendent of the Highway Department, has determined that a systematic pattern of abuse of sick leave has occurred and has so notified said employee in writing. Further, a medical certification shall be provided after three (3) or more consecutive days of sick leave absence. Such certification must include a statement indicating that upon a return to work duties, whether the employee has specific restrictions relevant to the employee's specific job description and duties or, whether the employee is returned to the employee's specific job without any restrictions. This medical certification must only be provided to the Human Resources Department.

14.3.2 The Superintendent of the Highway Department or Deputy Superintendent of the Highway Department, may also require the employee to be examined at the expense of the Employer by a physician designated by the Employer without loss of pay or leave credits.

14.3.3 An employee who is absent due to illness (except those on FMLA leave) on the scheduled work day before or the scheduled work day after a holiday or vacation day shall not receive sick leave with pay unless medical verification for said illness is provided.

14.4 **Accumulation:** A full-time employee may accumulate sick leave credits to a maximum of two hundred forty (240) days.

14.5 Sell-Back of Unused Sick Leave

14.5.1 Unused sick leave credits, for up to a maximum of one-hundred twenty (120) days, shall be paid upon the retirement, layoff, death or resignation of an employee who has at least five years of continuous service with the Employer.

14.5.2 Hereafter, unused sick leave credits shall not be paid upon an employee's termination.

14.5.3 Employees with fifty (50) days or more sick leave credits as of 2/13/96 shall be grandfathered to receive 100% of reimbursement for each day credited as of 2/13/96 upon retirement, layoff, resignation or death, provided at least the same number of days remains credited upon retirement, layoff or death. Each employee grandfathered shall be notified by the Employer in writing of sick leave credits grandfathered on 2/13/96. These employees will be compensated for additional sick leave accumulations at the rate of 50%, but in no event will payment exceed a total of 120 days.

14.5.4 All employees not grandfathered above shall receive fifty percent (50%) reimbursement for all accrued sick leave credits up to two hundred forty (240) days upon retirement, layoff, resignation or death.

14.5.5 The County participates in the New York State Retirement Plan 41-j.

ARTICLE 15

WORKERS' COMPENSATION/NEW YORK STATE DISABILITY INSURANCE

15.1 **Workers' Compensation:** Each employee will be covered by the applicable Workers' Compensation Laws.

15.2 **New York State Disability Insurance:** The Employer shall provide New York State Disability Insurance at no cost to employees.

15.3 An employee shall receive a sum equal to the difference between the employee's wages and the employee's Workers' Compensation or New York State Disability Insurance Benefits, upon the employee's option, provided such supplemented sum shall be deducted from the employee's accrued sick leave credits.

15.4 If any portion of a subsequently awarded compensation award covers a period for which an employee has used accrued sick leave, then that proportion of the compensation award shall be credited to restoring a prorated share to the employee's sick leave accrual.

ARTICLE 16

DISABLED EMPLOYEES

16.1 The Employer shall make every effort to place an employee who, through physical sensitivity or otherwise, become partially disabled in the performance of the employee's present job, on work which the employee is able to perform. An employee shall furnish medical proof and request reassignment if change of position is required.

16.2 An employee on "light duty" or an employee who through sickness or disability or physical sensitivity cannot perform portions of a job, shall suffer no loss of, or reduction in, pay.

16.3 An employee claiming disability under this Article must, at the Employer's option, have a reevaluation by a physician once every two weeks, and provide the Employer with the physician's report on the Employer's reporting form. The Employer may choose the physician to perform the reevaluation and will pay the cost thereof. The employee will make a good faith effort to schedule the exam outside of work hours, the employee will not lose time or leave benefits.

16.4 Any medical documentation provided under this Article must be provided solely to the Human Resources Department.

ARTICLE 17

HOSPITALIZATION & MEDICAL COVERAGE

17.1 Eligibility

17.1.1 The Employer shall provide hospitalization and major-medical insurance for each full-time employee and the employee's eligible dependent(s). A part-time employee shall not be eligible to participate in any health insurance plans. A part-time employee shall be defined as a Temporary and/or Seasonal Employee as under Article 9, of this Agreement.

17.1.2 The Employer shall provide a dental plan as outlined in each health insurance plan option for each full-time employee and the employee's eligible dependent(s). A part-time employee shall not be eligible to participate in the dental plan.

Effective January 1, 2012, employees will contribute as follows for participation in the County Dental Plan:

individual coverage:	\$2.00 per pay period
two-person coverage:	\$3.00 per pay period
family coverage:	\$5.00 per pay period.

17.1.3 The Employer shall provide a vision care plan to supplement the PPO or EPO plan in which an employee is enrolled. A part-time employee shall not be eligible to participate in the vision care plan.

17.2 ORTHODONTIC: Effective January 1, 2012 the County will provide a \$1,500.00 orthodontic rider (maximum lifetime per eligible child).

17.3.1 **Premium Payments:** The Employer will pay one-hundred percent (100%) of the premium for individual and dependent coverage. Any employee hired after May 2000 shall pay ten percent (10%) of the premium coverage for individual and/or dependent coverage. Any employee hired after January 1, 2003, will contribute fifteen (15%) percent of the premium coverage for individual and/or dependent coverage. Any employee hired after October 17, 2012, will contribute twenty (20%) percent of the premium coverage for individual and/or dependent coverage. Effective January 1, 2023, all tiers of employee contribution EXCEPT those at zero premium share, shall be modified to one rate: 12.5% of applicable health insurance premium rate (individual/two person/family)...using illustrative rates as determined annually by Empire.

17.3.2 Effective on and after January 1, 2020, the PPO and EPO will be a deductible plan, which includes mandatory mail order for prescription maintenance medication. The Deductible Plan will be \$400/\$800 (Individual/Family) yearly deductible with \$1000/\$2000 (I/F) yearly out of pocket maximum; coinsurance in effect once deductible reached (then plan pays 80% and employee pays 20%); and continuation of employee contribution toward premium; also, doctor visit copay to \$20.00; and prescription drug copayments of \$10/30/45 (generic/formulary/non formulary).

17.4 Health Insurance Buy-Out

17.4.1 a) A full-time employee hired before January 1, 2023, who is insured under another health insurance plan may elect to refuse participation in the Employer's health insurance plan. Such employee shall receive a payment for each month the employee is eligible but does not elect coverage. The monthly payment shall equal the amounts as set forth in the following table. Payment shall be made the first pay period of the following month.

HEALTH INSURANCE BUYOUT: Those hired before January 1, 2023.

	Buyout *
Individual	\$291.38
2 Person	\$582.75
Family	\$874.13

*These amounts are capped at these stated amounts. Further, the amounts will remain the same regardless of level of contribution toward premium.

17.4.1 b) A full-time employee hired on or after January 1, 2023, who is insured under another health insurance plan may elect to refuse participation in the Employer's health insurance plan. Such employee shall receive a payment for each month the employee is eligible but does not elect coverage. The monthly payment shall equal the amounts as set forth in the following table. Payment shall be made the first pay period of the following month.

HEALTH INSURANCE BUYOUT: Those hired on or after January 1, 2023.

	Buyout
Individual	\$145.69
2 Person	\$291.38
Family	\$437.06

- In the event that a husband and wife are both employees of the County and one is receiving health insurance benefits from the County, the other spouse shall not be entitled to the buy-out option.
- If a parent and child are both employees of the County and the parent is receiving health insurance benefits from the County which includes coverage of the child/employee, the child/employee shall not be entitled to the buy-out option.
- If a parent and child are both employees of the County, the child is under age 26, and the parent is receiving the family buy-

out that includes this child, the child is not entitled to also receive a buy-out.

17.4.2 To be eligible for the health insurance "buy-out", the employee must document that the employee is covered under another health insurance plan. Thereafter, such employee must provide documentation on, or immediately before, December 1st of each year.

17.4.3 An employee may resume coverage in the Employer's health insurance plan on the first day of the following month provided the employee gives the Employer a minimum of five business days notice.

17.5 Preferred Provider Organization ("PPO") Enrollment

17.5.1 A. An employee may elect to enroll in the Greene County Preferred Provider Organization ("PPO") plan, which features both an in-network and out-of-network level of benefits. In the alternative, the employee may elect to enroll in the Greene County Exclusive Provider Organization ("EPO") plan which features an in-network level of benefits. The Greene County PPO is known as the "Primary Plan".

B. The prescription drug co-pay(s) and the doctor visit co-pay(s) shall be the lowest standard rate offered by the carrier.

C. Any change to prescription drugs, insurance co-pays and/or deductibles will be referenced to a Health Insurance Committee comprised of three (3) AFSCME and three (3) County people. The Committee will review the matter and make a recommendation as to how to proceed. If the recommendation of the Committee is not accepted by the Legislature, the increase proposed by the carrier will be implemented. The implementation of the higher prescription drug co-pay, insurance co-pays and/or deductibles will not be subject to the grievance procedure or form the basis for an improper practice charge.

17.5.2 An employee may elect to enroll in the Greene County PPO plan within six (6) months prior to the employee's retirement.

17.5.3 The Employer may change carriers and/or provide alternate plans during this Agreement, provided such alternate plans are substantively equivalent to or more comprehensive than the primary plan provided.

ARTICLE 18

RETIREMENT

18.1 **Pension Plan:** The County of Greene shall continue to provide benefits of the New York State Career Retirement Plan, Section 75-i of the Retirement and Social Security Law. The County is not responsible for Medicare reimbursement pursuant to Resolution 198-95 enacted by the Greene County Legislature.

ARTICLE 19

MISCELLANEOUS PROVISIONS

19.1 Work Rules

19.1.1 All changes in existing safety work rules or new work rules concerning safety shall be effective immediately by posting on building bulletin boards or by personal notice to the employees by the Employer. All other work rules shall be effective at the beginning of the third workday following the posting.

19.1.2 Employees shall comply with all work rules in existence which are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

19.1.3 Any unresolved complaint as to the reasonableness of any work rule, or any complaint involving discrimination in the application of any work rules shall be resolved through the grievance procedure.

19.2 Subcontracting of County Work: The Employer agrees not to subcontract out any work of the County Highway Department that normally is performed by employees of the bargaining unit, which would result in a reduction of the regular work force. The Union agrees that it will not grieve or otherwise challenge (in any forum) the contracting by the County of work the Highway employees do not perform, provided the employees are notified at the commencement of the work day that there may be a need to work overtime. The employee will be required to inform the Superintendent or designee of any inability to do so.

Further, if an employee is assigned to supplement the contracted work, the employee must remain on the assignment, even if after hours; the appropriate rate of pay will be afforded.

19.3 Protective Devices: The Employer shall provide necessary helmets, safety glasses or protective eyewear, a pair of summer work gloves and two (2) pair of winter gloves to properly protect the employees from injury and protective vests for traffic purposes. The employee shall be responsible for the employee's issued safety and protective devices and if damaged or lost through personal negligence, shall repay the Employer for its loss. Employees issued any of these protected devices must utilize them; failure to do so may lead to disciplinary action. In the event the "protective device" is worn out and in need of replacement, the employee must bring this to the attention of the Superintendent or designee.

19.4 Disabled Vehicles: An employee who is in a vehicle that becomes disabled while on the road shall remain within close proximity of the vehicle. The employee shall be responsible for informing the Employer of the vehicle's location and type of disability, by using the truck's radio, the nearest telephone within reason or by communication through another employee. An employee may leave a disabled vehicle, as well secured as possible, if conditions are such that the employee would suffer undue physical discomfort if he/she remained with the vehicle.

19.5 Personal Property: Employee's personal property, necessary to the job, destroyed or damaged within and directly related to the scope of the employee's job duties and without the gross negligence of the employee shall be replaced by the Employer. The employee must immediately report such loss to the employee's foreman and the Catskill office. However, normal wear and tear is not intended to be covered.

19.6 Clothing Allowance: Each mechanic and mechanic shop foreman will receive a four hundred dollar (\$400.00) annual clothing allowance. The allowance will be paid in two (2) equal installments as follows: Two hundred dollars (\$200.00) in the first pay period in February and two hundred dollars (\$200.00) in the first pay period in August. Effective in 2020, all other (non mechanic) members of the bargaining unit will receive an annual clothing allowance of \$300.00 paid in two equal \$150.00 installments as indicated above.

19.6.1 The Employer will provide five (5) pairs of coveralls (fifteen [15] total) for three (3) work locations where County vehicles are serviced and the Employer will replace the coveralls as needed, within reason.

19.6.2 Effective 2026, each employee of the bargaining unit will receive up to \$250.00 per year for OSHA approved footwear. Employees who DO NOT purchase footwear through a County-designated approved vendor must submit a valid receipt or proof of purchase in order to receive reimbursement. The amount will be prorated in the first year of employment. All bargaining unit members shall be required to wear the OSHA approved safety footwear while at work. Failure to wear require OSHA approved footwear may result in disciplinary action.

19.7 CDL Renewal Reimbursement: The Employer agrees to reimburse employees their cost for Commercial Driver's License A and B renewals contingent upon the employee providing appropriate documentation that the CDL license has been renewed.

ARTICLE 20

MEO TRAINEE

1. It is understood that applicants for MEO Trainee ("trainee") positions, after a conditional offer of hire is made, will be required as a condition of hire to undergo and pass a DOT physical and drug screen required for commercial motor vehicle drivers.

2. For trainees who are hired, the County will pay for one commercial driver's license ("CDL") training course as required for a trainee to obtain a New York State Class B-CDL.

3. The County may mandate where the employee obtains training. The time the employee participates in the training shall be considered work hours and paid accordingly. It is understood and agreed that an employee's work schedule may be modified in the discretion of the County to conform the work schedule to the training hours to the greatest extent possible and to minimize the training time that exceeds normal work week hours and any associated overtime costs.

4. In the event the trainee does not pass the course and obtain the license, the employee may, in the County's sole discretion, choose to retake the course at the employee's own expense so long as the employee can complete the course and obtain licensure before the end of the maximum period of probation for the position. If this is permitted, the terms of paragraph 3 shall apply.

5. Employees will be responsible for all other costs associated with obtaining and maintaining a CDL license. This includes, but is not limited to, the cost of a CDL permit and any other fees not included in the cost of the training course.

6. In the event the trainee does not complete the course, pass the course, and/or obtain a class B New York State CDL license prior to the end of his/her probationary period, the employee must reimburse the County for the full cost of the provided CDL training, as more fully detailed in paragraph 10, below.

7. Nothing herein shall prevent the County from terminating the trainee's employment at any point within the employee's probationary period as permitted by the parties' collective bargaining agreement and Greene County Civil Service Rules.

8. The County may also offer and pay for, in its sole discretion, the opportunity to participate in training for existing employees who do not hold a CDL license in order to obtain a class A or B CDL license. If such an offer is made and accepted, the terms of paragraphs 3, 5, 9, 10 shall apply.

9. In the event an employee who has been provided with CDL A or B training at County expense leaves employment with the County Highway Department for any reason other than layoff, the employee shall be responsible to reimburse the County for the cost of the training course as follows:

- a. The employee completes one year or less of employment following the conclusion of the employee's participation in training; reimburse 100% of the cost;
- b. The employee completes two years or less but more than one year of employment following the conclusion of the employee's participation in training; reimburse 75% of the cost;
- c. The employee completes more than two years but less than three years of employment following the conclusion of the employee's participation in training; reimburse 50% of the cost;
- d. The employee completes more than three years but less than four years of employment following the conclusion of the employee's participation in training; reimburse 25% of the cost;

- e. The employee completes four years or more of employment following the conclusion of the employee's participation in the training; no reimbursement required.

10. In the event an employee must reimburse the County for some or all of the CDL training cost, the County may deduct from the employee's final pay the amount owed, or as much of said amount as can be obtained from the employee's final pay. In the event the employee's final pay is not sufficient to cover the training cost, the employee shall be obligated to reimburse the County the remaining amount no later than 30 calendar days following the employee's last day of employment. Payment shall be made to the Greene County Treasurer's Office. In the event the employee fails to make reimbursement as required, the County retains all rights under law to seek and obtain reimbursement from the employee.

ARTICLE 21

MILLING OPERATIONS - HAULING ASSIGNMENTS

1. The parties acknowledge that Greene County Town & Village employees have historically hauled materials during milling operations.
2. County and/or Town & Village employees who are already performing hauling duties as part of their regular shift may continue those duties if the milling operation extends beyond their scheduled end time.
3. When milling operations are required on a regular scheduled day off, the County will first canvass County employees before requesting and/or accepting assistance from Town & Village employees.
4. Overtime is currently equalized by garages ("barns") within the County Highway Department. When overtime is needed from an additional barn outside the typical work zone (Valley & Mountain), it will be management's option to canvass the barn with the least amount of overtime utilized prior to canvassing additional barns as long as it does not impede operational needs of the County.
5. When the County is performing milling operations, Town & Village employees—if needed or requested—will have the same start time as County employees.

ARTICLE 22

TERMS OF AGREEMENT

22.1 Savings Clause: In the event that any of the provisions of this Agreement are proven to be invalid by a court of competent jurisdiction, all other provisions of this Agreement shall not be affected and shall remain in full force. However, both parties agree to immediately renegotiate the provision which was considered invalid by the court of competent jurisdiction.

22.2 Termination and Modification: This Agreement shall be effective as of July 1, 2022, and shall remain in full force and effect until the 31st day of December, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 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 not 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 notice of termination of the Agreement is provided to the other party in the manner set forth below.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereof have caused this Agreement, to be executed on this 27th day of July 2026.

For Local 968 and Council 66
American Federation of State,
County & Municipal Employees:



President



Area Representative



Member

Member

Member

For County of Greene:



County Administrator



Superintendent of Highways

SIGNING BONUS

In order to assist with the recruitment of new employees, there will be paid a signing bonus as follows:

- Hired with a Class "B" driver's license: \$2,500.00 bonus with one half (\$1,250.00) paid after 6 months of employment; and the remaining \$1,250.00 to be paid after one year (12 months) of service.
- Hired with a Class "A" driver's license: \$5,000.00 bonus, with one half (\$2,500.00) to be paid upon the completion of six (6) months of service with the remaining \$2,500.00 to be paid upon completion of 1 year (12 months) of service.

In the event an employee who has received the signing bonus associated with the CDL-A or -B license and the employee leaves employment with the County Highway Department for any reason other than layoff, the employee shall be responsible to reimburse the County as follows:

- a. The employee completes one year or less of employment following the payment of the bonus: reimburse 100% of the payment;
- b. The employee completes two years or less but more than one year of employment: reimburse 75% of the payment;
- c. The employee completes more than two years but less than three years of employment: reimburse 50% of the payment;
- d. The employee completes more than three years but less than four years of employment: reimburse 25% of the payment;
- e. The employee completes four years or more of employment: no reimbursement required.
- f. In the event an employee must reimburse the County for some or all of the CDL signing bonus, the County may deduct from the employee's final pay the amount owed, or as much of said amount as can be obtained from the employee's final pay. In the event the employee's final pay is not sufficient to cover the cost of reimbursement, the employee shall be obligated to reimburse the County the remaining amount no later than 30 calendar days following the employee's last day of employment. Payment shall be made to the Greene County Treasurer's Office. In the event the employee fails to make reimbursement as required, the County retains all rights under law to seek and obtain reimbursement from the employee.

(Parties Need to Create "Contract" to be Executed by the New Hiree)

APPENDIX A

SEE ATTACHED NEW SALARY SCHEDULE

New Employees: Any new employee hired during the term of this Agreement shall be paid the base wage for the position said employee is hired into.

Longevity Service Pay (rates effective):

Longevity service pay increases shall commence on the anniversary date of an employee's hiring.

AFSCME COUNCIL 66

LOCAL 968

January 1, 2026 - December 31, 2028

2026 - Equalizing rates with the Teamsters 2026 Pay Rate Chart

Grade	Step 0	Step 1	Step 2	Step 3	Step 4	Steps 5 - 7	Steps 8 - 14	Steps 15 - 19 Plus \$500 Longevity = .2404	Steps 20 - 24 Plus \$1,000 Longevity = .4808	Step 25 Plus \$500 Longevity = .2404
1	\$25.36	\$25.69	\$26.03	\$26.37	\$26.89	\$27.42	\$27.54	\$27.78	\$28.26	\$28.50
2	\$27.80	\$27.92	\$28.02	\$28.14	\$28.24	\$28.33	\$28.88	\$29.12	\$29.60	\$29.84
2.5	\$28.69	\$29.01	\$29.33	\$29.65	\$29.96	\$30.27	\$30.62	\$30.86	\$31.34	\$31.58
3	\$29.58	\$30.10	\$30.63	\$31.16	\$31.69	\$32.21	\$32.36	\$32.60	\$33.08	\$33.32
4	\$31.11	\$31.49	\$31.87	\$31.97	\$32.35	\$32.64	\$32.83	\$33.07	\$33.55	\$33.79
4.5	\$32.65	\$33.04	\$33.42	\$33.51	\$33.90	\$34.18	\$34.37	\$34.61	\$35.09	\$35.33
5	\$34.19	\$34.58	\$34.96	\$35.05	\$35.44	\$35.72	\$35.91	\$36.15	\$36.63	\$36.87
6	\$37.28	\$37.66	\$38.04	\$38.14	\$38.52	\$38.80	\$39.00	\$39.24	\$39.72	\$39.96
7	\$38.62	\$39.01	\$39.41	\$39.51	\$39.90	\$40.20	\$40.40	\$40.65	\$41.15	\$41.40

2027 - 2.75%

Grade	Step 0	Step 1	Step 2	Step 3	Step 4	Steps 5 - 7	Steps 8 - 14	Steps 15 - 19 Plus \$500 Longevity = .2404	Steps 20 - 24 Plus \$1,000 Longevity = .4808	Step 25 Plus \$500 Longevity = .2404
1	\$26.06	\$26.40	\$26.75	\$27.09	\$27.63	\$28.17	\$28.30	\$28.55	\$29.04	\$29.29
2	\$28.57	\$28.69	\$28.79	\$28.91	\$29.01	\$29.11	\$29.68	\$29.92	\$30.42	\$30.66
2.5	\$29.48	\$29.81	\$30.13	\$30.46	\$30.78	\$31.10	\$31.46	\$31.71	\$32.20	\$32.45
3	\$30.39	\$30.93	\$31.47	\$32.02	\$32.56	\$33.10	\$33.25	\$33.49	\$33.99	\$34.24
4	\$31.97	\$32.36	\$32.75	\$32.85	\$33.24	\$33.54	\$33.73	\$33.98	\$34.47	\$34.72
4.5	\$33.55	\$33.95	\$34.34	\$34.43	\$34.83	\$35.12	\$35.32	\$35.56	\$36.05	\$36.30
5	\$35.13	\$35.53	\$35.92	\$36.02	\$36.41	\$36.70	\$36.90	\$37.15	\$37.64	\$37.89
6	\$38.31	\$38.69	\$39.09	\$39.18	\$39.58	\$39.87	\$40.07	\$40.32	\$40.81	\$41.06
7	\$39.68	\$40.09	\$40.49	\$40.60	\$41.00	\$41.31	\$41.51	\$41.77	\$42.28	\$42.53

2028 - 2.75%

Grade	Step 0	Step 1	Step 2	Step 3	Step 4	Steps 5 - 7	Steps 8 - 14	Steps 15 - 19 Plus \$500 Longevity = .2404	Steps 20 - 24 Plus \$1,000 Longevity = .4808	Step 25 Plus \$500 Longevity = .2404
1	\$26.77	\$27.13	\$27.48	\$27.84	\$28.39	\$28.95	\$29.08	\$29.33	\$29.84	\$30.09
2	\$29.35	\$29.48	\$29.58	\$29.71	\$29.81	\$29.91	\$30.49	\$30.75	\$31.25	\$31.51
2.5	\$30.29	\$30.63	\$30.96	\$31.30	\$31.63	\$31.96	\$32.33	\$32.58	\$33.09	\$33.34
3	\$31.23	\$31.78	\$32.34	\$32.90	\$33.45	\$34.01	\$34.16	\$34.42	\$34.92	\$35.18
4	\$32.84	\$33.25	\$33.65	\$33.75	\$34.16	\$34.46	\$34.66	\$34.91	\$35.42	\$35.68
4.5	\$34.47	\$34.88	\$35.28	\$35.38	\$35.79	\$36.09	\$36.29	\$36.54	\$37.05	\$37.30
5	\$36.10	\$36.50	\$36.91	\$37.01	\$37.41	\$37.71	\$37.92	\$38.17	\$38.68	\$38.93
6	\$39.36	\$39.76	\$40.16	\$40.26	\$40.67	\$40.97	\$41.17	\$41.42	\$41.93	\$42.19
7	\$40.77	\$41.19	\$41.61	\$41.71	\$42.13	\$42.44	\$42.65	\$42.92	\$43.44	\$43.70

Eff. 3/11/2024

APPENDIX A

PAY GRADES

Grade 1	Laborer Motor Equipment Operator Trainee
Grade 2	Skilled Laborer
Grade 2.5	Bridge Maintenance Worker Motor Equipment Operator Sign Maintenance Assistant
Grade 3	Auto Mechanic Heavy Motor Equipment Operator (B) Service Mechanic Sign Maintenance Worker
Grade 4	Bridge Maintenance Repairman Heavy Motor Equipment Operator (A) Highway Working Foreperson
Grade 4.5	Heavy Equipment Repairworker
Grade 5	Gradall Operator Tree Trimmer
Grade 6	Highway Building Supervisor Lead Automotive Mechanic Lead Heavy Equipment Repairworker
Grade 7	Shop Foreman Senior Highway Building Supervisor