

## MEMORANDUM OF AGREEMENT

[GREENE.250286]

Greene County (the "County") and the Greene County Public Employees Local 968 of the AFSCME Council 66 (The "Union") are the parties to a Collective Bargaining Agreement for the term January 1, 2022 – December 31, 2025 (the "Agreement"). The Union and County wish to modify the Agreement as follows:

1. Article 3, Section 3.2.2 (p. 3) shall be amended to delete "appropriate foreman" and replace with "Superintendent or designee."

2. Article 6, Sections 6.1.1, 6.1.2 and 6.1.3 (p. 9) shall be amended to delete same in their entirety and replace as follows:

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 31<sup>st</sup> – November 1<sup>st</sup>, then that employee will be appointed to the higher grade level title.

3. Article 6, Section 6.1.5 (p. 10) shall be amended to delete same and replace as follows:

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.

4. Article 6, Section 6.2.1 (p. 10) shall be amended to define “seniority and qualifications” for the purpose of this section as:

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. 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.

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.

5. Article 6, Section 6.2.2 (p. 10) shall be amended in accordance with the mutually agreed modifications from the Labor-Management meeting of February 22, 2024, as follows:

Add: 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. Article 6, Section 6.3 (p. 11) shall be amended to add:

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.

7. Article 6, Section 6.3.3 (p. 11) shall be amended to read:

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. 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.

8. Article 6, Section 6.3.6 (p. 11), last line, shall be amended to delete “employee’s” and replace with “Employer’s.”

9. Article 7, Section 7.2 (p. 13) shall be amended to delete the wording pertaining to “second shift” (in other words – there is no “second shift” work). (See paragraph 32 of this MOA.)

10. Article 7, Section 7.4 (p. 13) shall be amended to read:

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.

11. Article 7, Section 7.7 (p. 13) shall be amended to read:

Under no circumstances, except in accordance with the CDL Training (see attached) Agreement...

[remainder of section remains unchanged]

12. Article 8, Section 8.3.1 (p. 14) shall be amended to read:

In the interest of public safety, each employee recognizes the employee’s responsibility to work overtime. **The employee will be**

**expected to work overtime 75% of the time when called for overtime work.**

13. Article 8, Section 8.4 (p. 14) shall be amended in accordance with the Bentley Consent Award (PERB Case No. A2023-383, entered July 16, 2024) as follows:

add, after last sentence –

; however, as long as an employee is notified during his/her 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 his/her 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 23<sup>rd</sup> off, but there’s a snowstorm and they’re asked to come in).

14. Article 8 Section 8.7 (p. 14) shall be deleted in its entirety.

15. Article 8.8 – Equalization of Overtime (p. 15) is referred to Labor-Management committee meeting, to be held within sixty (60) days of the signing of this tentative agreement (MOA); IF the parties are unable to reach agreement, within six (6) months from the first meeting of the Labor-Management committee, the collective bargaining agreement language shall control.

16. Article 12, Section 12.2, Bereavement Leave, (p. 18) shall be amended to add:

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.

17. Article 12, Section 12.3.1 (p. 19) shall be amended to add:

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.

18. Article 12, Section 12.3.2 (Jury Duty, p. 19) shall be amended to comply with the County Administrative Manual §III 3-9 as follows:

12.3.2 Jury Duty

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 from jury duty. Dismissed employees who fail to return to work will be considered absent without leave authorization.

[The CBA will be amended to add the above after the initial paragraph of Section 12.3.2.]

19. Article 14, Section 14.3.1 (Verification of Sick Leave, p. 21) shall be amended in accordance with the Memorandum of Understanding, dated May 2024, to add:

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.

20. Article 14, Sick Leave (pp. 20-21) shall be amended to add a new section to read as follows:

14.3.3 Sick Leave and Holidays/Vacations

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.

21. Article 14, Sick Leave, Section 14.5 (p. 21) to add a new Section 14.5.5 to read:

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

22. Article 16, Disabled Employees (p. 22) shall be amended to add:

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

(New §16.4)

23. Article 17, Hospitalization & Medical Coverage, at Section 17.4 (p. 23) shall be amended by deleting the second paragraph of Section 17.4.

24. Article 19, at Section 19.2, Subcontracting of County Work (p. 26) shall be amended to add:

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.

25. Article 19, Section 19.3, Protective Devices (p. 26) shall be amended to add:

Employees issued any of these protective devices must utilize them; failure to do so may lead to disciplinary action.

**In the event the “protective device” is worn and in need of replacement, the employee must bring this to the attention of the Superintendent or designee.**

26. Article 19, Section 19.6.2 (Boots, p. 27) shall be amended as follows:

Effective 2026, each employee of the bargaining unit will receive up to \$250.00 per year for OSHA approved footwear whether a voucher or receipt for reimbursement would be necessary; the amount will be prorated in the first year of employment and all employees must wear the OSHA approved footwear while at work. Failure to have and to wear proper footwear may lead to disciplinary action.

27. Amend Appendix A and Salary Chart per paragraph 33 of this MOA.

28. Amend the Collective Bargaining Agreement to add a new Article to be entitled

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.

29. Amend the Collective Bargaining Agreement to add a new Article entitled Milling Operations – Hauling Assignments in accordance with the Memorandum of Understanding, (dated 12/1/2025) as follows:

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.

30. 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.

31. 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)**

32. Add to the Agreement's language that **"there will be no summer hours. The regular stated work schedule will remain in place year-round."** (See paragraph 9 of this MOA.)

33. Wage adjustments will be as follows and in accordance with the attached Salary

Schedule:

- Effective and Retro to January 1, 2026: See Salary Schedule
- Effective 1/1/2027: 2.75%
- Effective 1/1/2028: 2.75%

**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

34. Article 11, Section 11.4.A, Vacation Sellback (pp. 17-18) shall be amended as follows:

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.

35. This MOA constitutes the entire understanding by and between the County and the Union as to modification to the Agreement.

36. Items not detailed herein are deemed withdrawn.

37. The Union reserves the right to have this tentative Agreement brought before its membership for a ratification vote. The County reserves the right to bring this tentative agreement before the County Legislature for a ratification vote.

Agreed to this 11<sup>th</sup> day of March 2026.

GREENE COUNTY

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

AFSCME COUNCIL 66

BY: [Signature]

BY: [Signature]

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BY: \_\_\_\_\_

ATTACHMENTS:

- CDL Training
- Appendix A (Titles and Grades)
- CDL (A/B) Signing Bonus Reimbursement Contract

MEO  
Trainee  
C#11

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
GREENE COUNTY AND  
GREENE COUNTY PUBLIC EMPLOYEES LOCAL 968  
AND COUNCIL 66 OF THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

WHEREAS, the County of Greene, New York (the "County") and the Civil Service Employees Association, Local 968, American Federation of State, County and Municipal Employees, AFL-CIO (the "Union") wish to enter into an agreement; and

WHEREAS, the County and the Union have agreed to establish terms and conditions relating to the employment of individual's hired to the position of Motor Equipment Operator Trainee; and

NOW, THEREFORE, IT IS HEREBY ACKNOWLEDGED AND AGREED BY THE COUNTY AND THE UNION THAT:

The applicable collective bargaining agreement shall hereby be deemed modified so as to reflect the addition of the following terms and conditions of employment:

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.
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 Local 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 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.

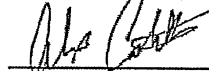
11. This Memorandum of Understanding shall not be modified except by a writing signed by all parties.
12. This Memorandum of Understanding shall be binding upon and inure to the benefit of each of the parties hereto, and each of their respective legal representatives, estates, successors, assigns, heirs, administrators, personal representatives, and executors.
13. This Memorandum of Understanding may be executed in any number of counterparts, all of which shall constitute one and only one Memorandum of Understanding. So long as original signatures of each party are secured, the parties agree that it is not necessary that all signatures be on a single page. A facsimile or electronic copy of this Memorandum of Understanding will have the same force and effect as the original.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding, which consists of four (4) pages, to be executed on the date shown by each of their signatures below.

FOR THE UNION:


  
\_\_\_\_\_  
Troy Walters  
AFSCME Union President

Dated: 6/29/23

  
\_\_\_\_\_  
Alex Catello  
AFSCME Labor Relations Specialist


Dated: 6/21/2023

FOR THE COUNTY:



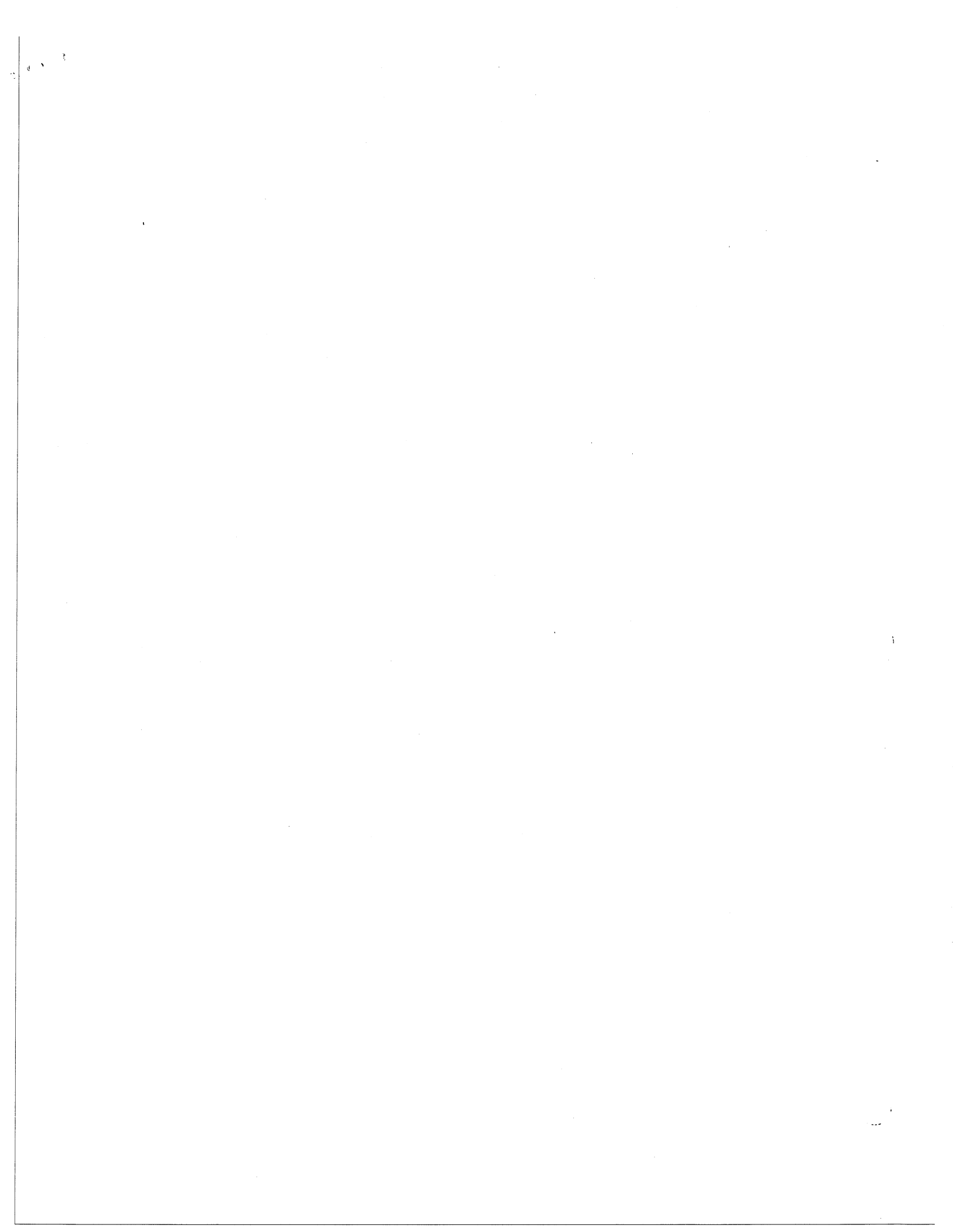
Shaun Groden  
Greene County Administrator

Dated: 7-5-23



Scott R. Templeton  
Superintendent, Greene County  
Highway & Solid Waste Department

Dated: 6/29/2023



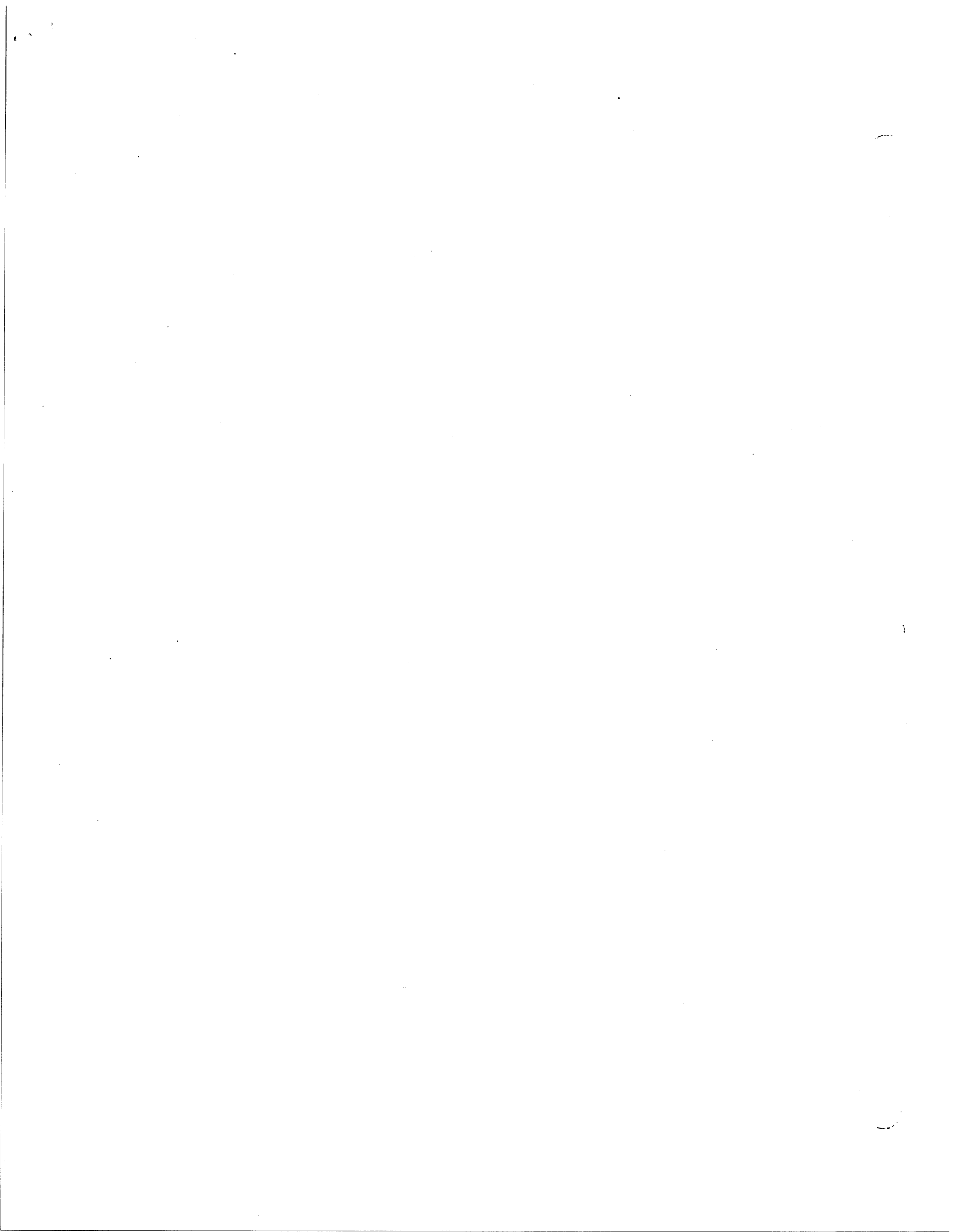


**ACKNOWLEDGEMENT OF MOU  
BETWEEN GREENE COUNTY AND  
GREENE COUNTY PUBLIC EMPLOYEES LOCAL 968  
AND COUNCIL 66 OF THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIOTRAINEE**

I \_\_\_\_\_ acknowledge receipt of the Memorandum of Understanding by and between the County of Greene, New York and the Civil Service Employees Association, Local 968, American Federation of State, County and Municipal Employees, AFL-CIO establishing terms and conditions relating to the employment of individual's hired to the position of Motor Equipment Operator Trainee.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



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