

## **Layoff Agreement**

This agreement, effective May 21, 2020, is between the County of Otsego, in its capacity as a public employer under the New York Civil Service Law; the Civil Service Employees' Union, Local 1000, Inc., in its capacity as the exclusive bargaining agent for the bargaining unit members of Otsego County Unit #8100-00, Otsego County Local 839. Throughout, the County of Otsego is referred to by *County*. Civil Service Employees' Union is referred to by *CSEA*.

### **Background**

- In March 2020, New York Governor Andrew M. Cuomo declared a Disaster Emergency in New York State to address the threat that the COVID-19 pandemic poses to the health and welfare of its residents and visitors.
- The COVID-19 pandemic has had, and continues to have, a significant financial impact for the County.
- The County is taking steps to mitigate the financial impact that has resulted from COVID-19 pandemic, including the layoff of employees.
- It is the intention of the County to commence layoffs.
- The County and CSEA have engaged in good faith negotiations in an effort to arrive at a mechanism to achieve the needed results.
- The having been represented by its attorney, Matthew P. Ryan, Labor Counsel to Otsego County; and CSEA having been represented by its Unit President, Crystal Davidson and Labor Relations Representative, Timothy Moretti.

**The parties agree as follows:**

### **The Agreement**

1. The recitations of the facts and circumstances set forth in all of the preceding background section are expressly incorporated in the parties' agreement and form a part of the terms of this Agreement.
2. The County will enforce the layoff language for a layoff pursuant to Article XII of the CBA as well as Civil Service Law effective June 1, 2020, except as modified expressly by this agreement.

3. The employees will be eligible to apply for New York State Unemployment Insurance Benefits and the Federal Pandemic Unemployment Compensation offered to unemployed individuals. The County will not oppose the granting of unemployment benefits to eligible employees under this Agreement.

4. Bargaining unit employees that are laid off can choose to continue to maintain their employee health insurance if currently covered under their County employment until December 31, 2020; by continuing to pay their existing premium bi-weekly or monthly, whichever is easiest for the employee.

5. If the employee has chosen to maintain health insurance coverage and is unable to pay their premium during the period of their layoff, the amount of premium expense of the employee will be deducted from the employee's available vacation up to and until December 31, 2020.

6. If the employee does not have sufficient accruals on the books to pay for health insurance, the employee must pay out-of-pocket to maintain health insurance.

7. Arrangements to pay for health insurance premiums must be made directly with the County Treasurer. Payments by check shall be made out to Otsego County and sent to the attention of the Allen Ruffles, 197 Main Street, Cooperstown, NY 13326.

8. Employees will not be penalized for their time off as a result of layoff and will receive their full insurance buyout option based upon their health insurance buyout application completed in December 2019 for the year 2020.

9. Employees returned to County service after December 31, 2020 shall have their salary restored to the same level just prior to the layoff and will receive the contractual salary increase as outlined in the CBA.

10. Employees will not lose their seniority status during the layoff, and their seniority time shall continue to accrue while they are part of the workforce reduction. Upon reinstatement, years of service shall not be negatively impacted as it pertains to longevity payments.

11. During the period of layoff, the employees will not earn additional benefits such as sick, personal, and vacation leave.

12. Employees may elect to have their vacation time paid out to them as outlined in Art. XV, Rule II, Section 2(c) of the CBA. If the employee chooses to "freeze" his/her vacation leave time to pay for health insurance premiums, any vacation leave time on the books above the 45 day cap as of December 31, 2020 will roll over for use in 2021. Any days above the 45 day cap that are rolled over

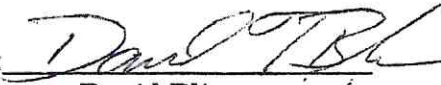
must be used within one year of re-appointment to County service. If the employee is not returned to work by May 31, 2021, all vacation accruals on the books shall be paid in full to the employee. Employees may elect to "un-freeze" their vacation time for purposes of pay-out at any time with written notice to the County but only for the period the employee is laid off.

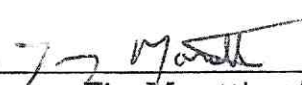
14. Accrued sick time will continue to rollover up to the 165 day cap.
15. Employees who are laid off will have no hours paid or reported to the New York State Employees' Retirement System for the period of the layoff. Employees who are laid off with loans with the Retirement System will be personally responsible to make direct contact with ERS for instructions regarding their accounts.
16. For the purposes for Family Medical Leave Act (FMLA) workdays during a layoff period covered by FMLA certification will not be counted against an employee's FMLA work week leave entitlement.
17. The parties agree that layoffs shall be done according to the CBA and Civil Service rules and positions shall be abolished during the pendency of the workforce reduction.
18. For the purposes of vertical bumping and retreating rights, the County reserves the right to determine if an employee is qualified to bump or retreat into a different position in accordance with Civil Service Law.
19. During the period of the layoff; employees who are recalled will receive 5 workdays' notice, minimally by registered or certified mail. The parties agree that the recall will be done according to Civil Service Rules and the CBA.
20. The County's Personnel Officer will provide each employee that is laid off with: (1) a list of benefit contact numbers; (2) instructions on how to apply for unemployment insurance; and (3) instructions on how to remit premium health insurance payments.
21. This MOA shall not be transferable to or enforceable by any other party.
22. This MOA shall not be precedent setting, and only applies to this specific COVID-19 pandemic.
23. This MOA shall not be modified except by written consent by each party.

Final 5.20.2020

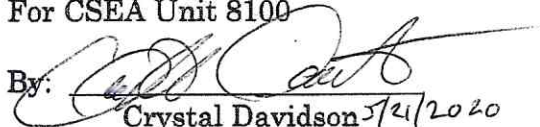
For the County:

For the CSEA:

By:   
David Bliss 5/21/2020  
Otsego County Board Chair

By:   
Tim Moretti 5/21/2020  
CSEA Labor Relations Specialist

For CSEA Unit 8100

By:   
Crystal Davidson 5/21/2020  
Unit 8100 President