

AGREEMENT

by and between the

COUNTY OF SCHUYLER

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**

Schuyler County Administrative Unit #8600-01
Schuyler County Local 849

JANUARY 1, 2020 TO DECEMBER 31, 2025

CSEA ratification 5/12/2021
County ratification 5/18/2021

If you have a question about this contract, please ask the CSEA President, or a steward in your workplace. If you feel your rights under this contract have been violated, immediately contact your Unit President or another Union Officer.

CSEA Local 849

Unit 8600-01

Unit President: Anne Bussard

Your CSEA Labor Relations Specialist is:

Stephanie Engster

(607) 772-1750

CSEA Binghamton Satellite Office

71 State Street, Binghamton, NY 13901

The following CSEA staff professionals can be reached at the CSEA Central Region Office:

Political Action Coordinator – Josh Schick

Occupational Safety & Health Specialist – Josh Kemp

Communications Specialist – Nicholas Newcomb

CSEA Central Region Office

6595 Kirkville Road, E. Syracuse, NY 13057

(800) 559-7975

(315) 433-0050

Kenneth Greenleaf, President

Bob Riley, Region Director

CSEA Headquarters

143 Washington Avenue

Albany, NY 12210

Web Page: www.cseany.org

(800) 342-4146

(518) 257-1000

Civil Service Test Prep Booklets

WORK Institute

1-866-478-5548

Employee Benefit Fund

(Dental & Vision)

1-800-323-2732

Geoff Switts, Senior Benefits Specialist

-see inside back cover for more information and member benefits-

TABLE OF CONTENTS

I	Recognition.....	2
II	Association Security	3
III	Probationary Period	4
IV	Management Rights	4
V	Transfers	5
VI	Wages, Salary & Other Compensation.....	5
VII	Holidays.....	7
VIII	Vacations	8
IX	Workweek.....	9
X	Grievances	9
XI	Sick Leave	11
XII	Bereavement Leave	14
XIII	Military Leave	14
XIV	Leave of Absence	14
XV	Personal Leave.....	14
XVI	Insurances	15
XVII	Disability Insurance	18
XVIII	Pensions & Death Benefit.....	18
XIX	Severability	18
XX	Layoffs.....	18
XXI	Personnel Files.....	19
XXII	Uniform Allowance	19
XXIII	Labor-Management Committee.....	19
XXIV	Licensing Fees	20
XXV	Out of Title	20
XXVI	Agreement & Amendments	20
XXVII	Term.....	20
XXVIII	Legislative Implementation	21
	Exhibit A.....	22

AGREEMENT

BETWEEN

THE COUNTY OF SCHUYLER

AND

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

FOR

THE SCHUYLER COUNTY ADMINISTRATIVE UNIT

FOR THE PERIOD

JANUARY 1, 2020 TO DECEMBER 31, 2025

This Agreement, effective the first day of January, 2020 by and between the County of Schuyler, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and being a political subdivision thereof with post office address Watkins Glen, New York (hereinafter called "Employer") and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, for the Schuyler County Administrative Unit of Local 849, an organization organized for the benefit of the employees of the County of Schuyler with address 143 Washington Avenue, Albany, New York, (hereinafter called "Association").

**ARTICLE I
RECOGNITION**

1. Bargaining Unit

The Employer hereby recognizes the Association as the exclusive negotiating agent of all the employees of said Schuylter County Administrative Unit as listed in Exhibit A of this Agreement. If the Employer creates and/or changes a bargaining unit title, the Employer shall inform the CSEA Unit President of such creation or change by written notice.

2. Obligations of the Association

The Association expressly agrees, as a condition of the recognition contained in this Article, not to discriminate in representation of all of the employees within the unit, whether members of the Association or not, or to engage in a strike, slowdown or other work stoppage, or to instigate, encourage or condone the same.

3. In the administration of this Agreement, the Employer and the Association agree not to discriminate against any employee on the basis of sex, age, race, color, religion, creed, national origins, physical or mental disability, marital status, genetic predisposition or carrier status, veteran status, disabled veteran status, or status as a member of any other protected group or activity.

4. For the purposes of this Agreement:

A. Temporary employees shall be defined according to New York Civil Service Law Section 64, as set forth below. A temporary appointment may be made for a period not exceeding three months when the need for such service is important and urgent. Under some circumstances, a temporary appointment may be made for periods exceeding three months. Temporary employees shall be excluded from the bargaining unit and shall receive no benefits under this Agreement, other than those benefits that are statutory.

B. "Part Time" employees shall be defined as employees whose employment or combination of employments in a civil division in which such an individual works less than fifty percent (50%) of the time prescribed as a normal workweek by the appropriate government body or other appropriate authority of the civil division.

C. "Less Than Full Time" employees shall be defined as employees who work fifty percent (50%) or more of, but less than the regular workweek assigned to their respective job titles (thirty-five hours or forty hours, as the case may be, as defined in Article IX). A Less Than Full Time employee shall be entitled to pro rata employer-paid premiums for health insurance based on the number of weekly hours approved by the County Legislature for the individual employee's position. A Less Than Full Time employee shall also be entitled to all other benefits and leaves to be calculated on a pro-rata basis. Notwithstanding the foregoing, a Less Than Full Time employee shall be eligible to receive longevity increases and such increases shall not be pro-rated.

5. Part Time employees shall not be entitled to any of the following benefits pursuant to the terms of this Agreement either in whole or in part:

- A. Longevity Credit
- B. Health Insurance
- C. The Vacation Benefits and the Leaves provided herein.

ARTICLE II
ASSOCIATION SECURITY

1. Membership Dues

A. Although it is agreed that Association membership is not a mandatory condition of employment for any employee covered by this Agreement, employees who are Association members shall pay to the Association those dues regularly charged Association members in good standing. The County shall permit designated CSEA representative(s) to meet with new hires (within 30 days of hire). Such CSEA representative shall meet during their work hours with no loss of employee leave time.

B. The Employer hereby agrees to deduct weekly or bi-weekly from the pay of each employee covered by this Agreement an amount of money in payment of membership dues in the Association, and any Group Automobile Insurance, Group Home-Owners Insurance and/or Life Insurance premiums for those employees who have authorized such deductions by the Employer. The Employer further agrees to transmit said deductions to the Civil Service Employees Associates, Inc., 143 Washington Avenue, Albany, New York 12210.

C. There shall be no dues deductions for any employees' association for the employees covered hereunder except the Association.

2. Discrimination

Membership in the Association shall be voluntary, and the employer agrees that there shall be no discrimination, interference, restraint or coercion by the Employer or any of its agents against any employee because of their membership in the Association or because of any lawful activities on behalf of the Association and their fellow members.

3. Association Business

A. The Association may designate one or more delegates who will be given a leave of absence without pay for up to a total of ten (10) days (the total of ten (10) days to be shared by all such delegates) in each calendar year to attend conventions or meetings of the Association, if such days are regularly scheduled work days of the designated delegate. The Association may designate up to two (2) delegates to attend other conventions and regional meetings of the Association, and with the approval of the Department Head and the County Administrator (in the County Administrator's absence, the Chairman of the County Legislature) such delegates shall be given leaves of absence up to two (2) days to attend such meetings without pay.

B. Association may designate four (4) paid bargaining unit members to serve as a negotiation committee and such employees will be paid for attending contract negotiation sessions during their normal working hours.

C. The President of the Employees unit, or their designee, shall be permitted time off without loss of pay, where that does not interfere with their work assignment, to attend a grievance meeting with the Employer or the grievant(s), or to handle business directly related to this Agreement that cannot reasonably be handled outside regular working hours. Following prior notification to the Department Head or their designee, time off under these conditions shall not be unreasonably denied.

4. Bulletin Boards

The Employer agrees to provide access to the Employer's bulletin boards in its various departments for the posting of notices by the Association. The Association agrees that no political or controversial material shall be posted on such bulletin boards and that any item to be posted which is outside the realm of the business of the Association shall be approved by the County Administrator (in the absence of the County Administrator, the

Chairman of the County Legislature) before posting.

5. Insurance Program

The Association shall have the right to designate a representative of the Association's Life and Health, Group Automobile and Group Home-Owners insurance program to visit the employees covered under this Agreement on the job for the purpose of providing this protection and servicing claims provided, however, the appropriate supervisor is notified and total assurance is given that no inordinate interruption in the work of the employee will be involved.

6. Field Representative

The Association field representative may for purposes of administering this Agreement meet with employees on the job, provided the appropriate supervisors are informed and no inordinate interruption of work is caused by such meeting.

7. Present Benefits

Employees shall retain all present conditions of employment that are not specifically changed herein.

8. Employee Information

The Unit President is to be provided with a list of employees' names and the departments in which they are employed, who are covered by this contract, with new or terminated employees to be shown on a bimonthly basis. This shall be provided by the Human Resources Department via a Salary Schedule. The Unit President also is to be provided with a copy of the printout which shows dues deductions by employee and which is routinely mailed to Albany. The list and the printout are to be provided by the Schuylar County Treasurer's Department.

**ARTICLE III
PROBATIONARY PERIOD**

Employees receiving a permanent appointment in the competitive, non-competitive, exempt and labor class shall serve a probationary term as established by the local Civil Service Rule XIV. The local Civil Service Rules and Regulations may be amended, from time to time, at the discretion of the Employer. Probationary employees may be discharged in the sole discretion of the Employer and without recourse to this Agreement.

**ARTICLE IV
MANAGEMENT RIGHTS**

1. The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for cause; to hire, lay off, assign, transfer, promote and determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

2. The above rights of the Employer are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent to the Employer. Any and all of the rights, powers and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE V TRANSFERS

An employee, who is transferred in from another governmental jurisdiction in accordance with Section 70 of the New York State Civil Service Law, shall retain their permanent status classification and senior date for promotion and layoff purposes.

ARTICLE VI WAGES, SALARY & OTHER COMPENSATION

1. Grades, Classifications and Starting Hourly Wages of Employees

The schedule of grades, classifications and starting hourly wage rates of and for unit employees are attached as Exhibit A. Exhibit A may be modified, from time to time, as necessary to reflect the addition thereto of new positions and the deletion therefrom of non-unit or replaced positions, all of which shall be as certified and shown by the records of the Schuyler County Personnel Officer. The Association President shall, within a reasonable time after their request, be provided with a current schedule of grades, classifications and starting hourly wage rates.

2. Travel Mileage

A. Authorized travel mileage shall be paid at the prevailing Internal Revenue Service (IRS) rate.

B. An employee who is required to pay an increased automobile insurance premium because he is required to use their personal vehicle for county business will be reimbursed for the cost of the increase, up to a cap of eighty dollars (\$80.00), upon satisfactory documentation from the insurer of the increase due to use for county business.

3. Longevity Credit

Each permanent unit employee, regardless of whether or not the employee has been assigned a new job or position title, shall be eligible to receive longevity credit. The longevity credit shall be Ten cents (\$.10) per hour each year for the first year of employment through and including the fifth year of employment, Fifteen cents (\$.15) per hour each year for six years of employment through and including the tenth year of employment, Twenty cents (\$.20) per hour each year for eleven years of employment through and including the fifteenth year of employment, Twenty-five cents (\$.25) per hour each year for sixteen years of employment through and including the twentieth year of employment, Twenty-eight cents (\$.28) per hour each year for twenty-one years of employment until separation.

Longevity credit shall be based upon the employee's total number of full years of continuous employment by the Employer commencing from their date of such employment to their respective anniversary employment date. Longevity credit shall be payable beginning on January 1 of the year in which an employee will become eligible therefor.

4. Overtime

A. The first five (5) hours of work beyond the thirty-five (35) hour workweek shall be paid at the employee's regular rate of pay or treated as compensatory time off at the employee's regular rate of pay, at the Employer's option. All hours (except Disability, Worker's Compensation and Standby pay) beyond forty (40) hours in any week shall be paid or treated as compensatory time off at the rate of time and one-half, at the Employer's option. An employee must request the use of accumulated compensatory time. Employees can request payment of compensatory time, at their regular rate of pay, each June 1st and December 1st by providing a declaration to their Department Head in writing no later than these dates. Said amount declared shall be paid to the

employee in the payroll period immediately following. Any unused and accumulated compensatory time remaining at the end of the calendar year shall be paid at the employee's regular rate of pay. Compensatory time shall not be carried forward from one calendar year to the next.

B. Buildings and Grounds employees called into work after leaving for the day or asked to work on their day off shall be paid a minimum of three (3) hours at time and one-half. This provision does not apply when an employee is called in to start their workday early.

5. Wage Increases

- A. 2020 Wages. 3.0% wage increase plus longevity effective January 1, 2020 based on 2019 wages.
- B. 2021 Wages. 4.0% wage increase plus longevity retroactive to January 1, 2021 Payable no later than the first payroll in August 2021.
- C. 2022 Wages. 3.90% wage increase plus longevity effective January 1, 2022 based on 2021 wages.
- D. 2023 Wages. 3.90% wage increase plus longevity effective January 1, 2023 based on 2022 wages.
- E. 2024 Wages. 3.90% wage increase plus longevity effective January 1, 2024 based on 2023 wages.
- F. 2025 Wages. 3.9% wage increase plus longevity effective January 1, 2025 based on 2024 wages.

6. Promotions –When an employee receives a promotion to a title in a higher grade the employee will receive a promotional increase which shall be either:

Their current salary, plus:

- If promoted into Grades 1-7, the difference between the base salary of Grade 1 and Grade 2.
- If promoted into Grades 8-10, the difference between the base salary of Grade 7 and Grade 8.
- If promoted into Grades 11-15, the difference between the base salary of Grade 10 and Grade 11.

- or -

the base salary of the new grade as well as the current longevity credit to which the employee is entitled under Paragraph 3 of this Article, whichever is greater.

7. On Call Pay

A. Designated Public Health and Social Services employees required to be on call will be paid as follows:

Per Weeknight.....	\$20
Per Weekend (inc. Friday).....	\$80
Holidays (*except below).....	\$80
*Thanksgiving/Christmas/New Year's Day.....	\$120

B. It is understood that on call pay is for on call only, and any employee on call who is actually called to work, whether in person or for telephone work, shall be compensated at the appropriate overtime rate for all time worked, in addition to on call pay.

8. Telephone Time

Designated employees required to respond to calls after their regularly scheduled workday shall be compensated for the first hour at their regular rate of pay. After the first hour all telephonic communication shall be compensated for in quarter hour segments.

9. Separation Pay

Pay for accrued leave upon resignation/termination from employment is in lieu of taking time off, and does not extend the employee's employment past the actual time the employee is on the job for the purpose of accruing leave and holidays.

10. Emergency Shutdown

Any employee who is directed to report to work and who actually works during an emergency shutdown period as declared by the County Sheriff and Chairperson of the County Legislature will be compensated at the rate of time and one-half for all hours worked up to eight (8) hours in a day. All work over eight (8) hours will be at the rate of double time.

11. Degree Credit

The base salary of an employee who receives a Master's Degree related to their field of employment from an accredited graduate school during the term of this shall be increased by the sum of Five Hundred Dollars (\$500.00) upon the Civil Service Office's receipt of a certified transcript or other proof, which shall be in a form acceptable to the Civil Service Office. Department Administrators shall complete a MSD-426A form (pink slip), attach a copy of the transcript and submit the same to the Civil Service Office for processing.

**ARTICLE VII
HOLIDAYS**

1. The following days shall be designated paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	President's Day
Veterans' Day	Good Friday
Thanksgiving Day	Memorial Day
Day After Thanksgiving Day	Fourth of July
Christmas Day	Labor Day
Floating Holiday*	

***Floating Holiday is to be used as an entire day off, not in segments.**

2. Employees are expected to work the day before and the day after the holiday. If the Employer believes an employee is abusing any "non prior approved" paid leave time in an effort to extend a holiday schedule, the employee may be subject to the disciplinary procedure.

3. When a holiday falls on Saturday, the preceding Friday will be observed. When a holiday falls on Sunday, the following Monday will be observed.

4. **Holiday Pay:** In the event an employee is required to work on any holiday or day designated as a holiday above, the employee shall receive either time and one-half in pay or in compensatory time, at the Employer's option, for all hours worked. Such holiday compensation shall be in addition to the regular holiday pay.

5. After the successful completion of six (6) months of service, excluding absence from work for any reason, an employee shall be credited with the floating holiday.
6. Employees working four (4) ten-hour days per week shall be paid for ten hours on day's designated paid holidays.
7. Effective upon execution of this Agreement, Part Time employees shall be eligible to receive holiday pay (subject to the conditions set forth in this Article) for those holidays that fall on a Part Time employee's regularly scheduled workdays. The amount of such Part Time employee's holiday pay shall be equal to the employee's hourly wage rate multiplied by the number of regularly scheduled working hours that the employee would have worked but for the holiday.

ARTICLE VIII VACATIONS

All Full Time employees covered by this Agreement shall be granted a paid vacation according to the following schedule:

1. After the successful completion of six (6) months of service, excluding absence from work for any reason, an employee who normally works a 35 hour week shall be credited with twenty-one (21) hours of vacation time and an employee who normally works a 40-hour workweek shall be credited with twenty-four (24) hours of vacation time.
2. After the successful completion of six (6) months of service, employees will accrue vacation time according to the following schedule:
 - A. For employees who work a **35-hour workweek**:
After six (6) months of employment through the fifth (5) year of continuous employment, 5.84 hours per month. After five (5) years continuous employment through fifteen (15) years of continuous employment, 8.75 hours per month. After fifteen (15) years of continuous employment, 10.5 hours per month.
 - B. For employees who work a **40-hour workweek**:
After six (6) months of employment through the fifth (5) year of continuous employment, 6.67 hours per month. After five (5) years continuous employment through fifteen (15) years of continuous employment, 10.0 hours per month. After fifteen (15) years of continuous employment, 12.0 hours per month.
3. The maximum accumulation of vacation time shall be 280 hours for employees who normally work a 35-hour workweek and 320 hours for employees who normally work a 40-hour workweek.
4. An employee, to be eligible for vacation accruals, must have worked ninety (90%) percent of their scheduled hours during the preceding month.
5. All paid time will be considered as time worked for the purpose of calculating vacation time.
6. Vacation time must be taken with the prior approval of the employee's Department Head and may be taken in minimum segments of fifteen "15" minutes. Request and approval of fifteen (15) minutes use of vacation time shall occur not less than twenty-four (24) hours prior to the vacation commencement.

7. The value of accumulated and unused vacation time of an employee shall be paid upon the employee's death, retirement or termination of services, to a maximum of 280 hours for employees who work a 35 hour workweek and 320 hours for employees who work a 40 hour workweek.

ARTICLE IX WORKWEEK

1. The regular workweek for Full Time employees shall be in the case of the various departments covered by this Agreement as follows:

- A. Buildings and Grounds employees and Highway Clerical employees forty (40) hours a week, with a one-half (1/2) hour lunch period which is unpaid.
- B. All other Full Time employees: All employees are entitled to a one-hour lunch period, which is unpaid. Half-hour lunch periods must be approved by the supervisor or their designee.

2. Payday will be one week after the end of each pay period. Use of automatic deposit (direct deposit) is a condition of employment for new hires. All employees (full-time, less than full-time, or part-time) covered under this contract must have entire payroll check direct deposited into a bank account(s). Current employees who do not already have direct deposit in place will have 90 days from contract ratification to complete the required paperwork for direct deposit.

3. The parties agree that full-time Buildings and Grounds Department employees will receive two (2) breaks of fifteen (15) minutes each workday.

4. Forty-Hour Workweek. The Employer may solicit volunteers to work a forty-hour workweek by posting a sign-up sheet in the respective department. The Employer has the sole discretion to identify positions and/or departments in which a forty-hour workweek is appropriate, at which time the Unit President shall be notified. The Employer shall not utilize this provision to replace thirty-five (35) hour bargaining unit positions. The Unit President shall receive a copy of the posting once it is complete with all signatures and prior to the implementation of the respective forty-hour workweek. The Employer may not identify more than 50% of the workforce in any department for forty-hour workweek positions. In the event that the number of volunteers exceeds the number of identified positions, employees shall be selected on the basis of seniority within the county based upon time in the position. An employee who volunteers for such an assignment must work the forty-hour per week schedule for a minimum of twelve months unless the criteria for the workweek has changed, at which time the twelve months shall be reduced upon mutual agreement with the employer and the employee.

ARTICLE X GRIEVANCES

1. For the purpose of this Agreement a grievance shall be defined as a dispute or controversy between an individual employee covered by this Agreement and the Employer arising out of the application or interpretation of this Agreement; or a grievance as defined by Section 682, Subsection 4 of Article 15c of the General Municipal Law.

2. The inclusion in this Article of grievances as defined by Article 15c, Section 682, Subsection 4 of the General Municipal Law is intended to substitute the grievance procedure of this Agreement for the grievance procedure, which the Employer previously adopted under the terms of Article 15c of the General Municipal Law

and which is required by said law, and upon the effective date of this Agreement the grievance procedure in this Agreement shall be the only such procedure available to employees covered by this Agreement.

3. In proceedings under Section 75 of the Civil Service Law, the Employer and the Association agree to create and utilize a list of mutually accepted hearing officers on a rotation basis to hear and issue advisory determinations. The cost of such Hearing Officer shall be shared equally between the parties.

4. The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedure:

Step 1

The grievance shall be presented orally by the aggrieved employee to their Department Head with or without the Association representative, at the employee's option, and within ten (10) working days from the date of knowledge of the cause or occurrence giving rise to the grievance. If discussion of the grievance with the Department Head does not result in resolution of the grievance, then the aggrieved employee shall immediately contact the Association representative to assist in the remainder of the grievance process.

Step 2

The aggrieved employee shall submit their signed written grievance to the County Administrator within twenty (20) working days from the date of the initial discussion of the grievance with their Department Head.

After receipt of a written grievance at this step, the County Administrator shall convene a meeting within ten (10) working days of the date the written grievance was received by the County Administrator between the aggrieved employee, the Association representative and the supervisor or other representatives of the Employer for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, then not later than ten (10) working days following the date the meeting occurred the Employer will deliver to the aggrieved employee and the Association representative its decision on the grievance in writing.

Failure to give an answer within the specified time limits set out above shall automatically move the grievance to the next step. The time limits specified in this Article may be extended by mutual, written agreement between the parties.

Step 3

If the decision in Step 2 is unacceptable to the aggrieved party, then within five (5) working days, the Association may submit the matter to arbitration by submitting a request for a hearing to a panel arbitrator, with a copy to the County Administrator. The panel arbitrators shall be used in rotating order and shall be:

- a. Dennis Campagna
- b. Mike Lewandowski
- c. Sheila Cole

Either party may strike a panel member at any time, and the parties may agree upon a replacement arbitrator. There shall be no more than three arbitrators on the panel. If at least one panel member does not remain, arbitrations will be conducted under the rules of the Public Employment Relations Board until such time as the parties can agree on a panel of members. The arbitrator's decision shall be advisory only to the parties. The cost of such Hearing Officer shall be shared equally between the parties.

Step 4

Within fifteen (15) working days following receipt of the advisory arbitration award, the Employer shall notify the Association in writing of the action it intends to take with respect to such award. The Association shall have the right to appear before the Legislature at a time of which reasonable advance notice is provided, and prior to the time the proposed action of the Legislature is taken, provided it requests the opportunity within ten (10) working days of the time it is notified of the proposed action. Such request shall be made to the Chairman or the Clerk of the Legislature.

5. Before resorting to the grievance procedure set forth above, or at any time during the grievance procedure, the parties may agree to submit the subject matter of a grievance to the Labor-Management Committee established in Article XXIII. If the parties agree to submit a dispute to the Labor-Management Committee, then the time limitations applicable to the matter shall be suspended until such Labor-Management Committee meeting.

ARTICLE XI SICK LEAVE

1. During a probationary period, an employee shall be credited with one-half day of sick leave during each month of employment. This accrued leave time may be used during the probationary period if needed. After the successful completion of six (6) months of service, excluding absence from work for any reason, an employee shall be credited with sick leave provided in the paragraph below, and shall be permitted to accumulate up to one hundred sixty-five (165) working days of paid sick leave to be applied toward time off due to illness or injury. Such leave shall be reduced by one day or fraction of a day actually taken for sick leave purposes.

2. Each employee will be credited with one day of sick leave during each month the employee's total credited sick leave is less than one hundred sixty-five (165) days and during which the employee is actively at work for at least fifty percent (50%) of the regularly scheduled work days, exclusive of vacations.

3. Employees may in no event accumulate more than one hundred sixty-five (165) working days of sick leave.

4. Sick leave benefits provided by this Agreement may be used and in cases involving the illness or injury of the employee's child or children, spouse, parents, spouse's parents, grandparent, grandchildren, and for medical/dental appointments. Sick leave may be utilized in one-quarter (1/4) hour segments.

5. When continuous sick leave exceeds five (5) days, the Employer may require as a condition of payment a statement from the employee's physician certifying the nature of the illness and the probable period of disability. An employee must notify the Department Head within 24 hours of the reason for sick leave. When continuous sick leave exceeds thirty (30) calendar days, the Employer may require a physical examination by a physician selected by the Employer in order to verify a necessity for the leave. Where the Employer selects a physician for the examination of an employee, such examination will be paid for by the Employer.

6. Any false representation made by an employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.

7. Accumulated sick leave shall not be payable at the time of termination of employment, whatever the reason, except in accordance with Paragraph eight (8) of this Article, and/or unless a physician selected by the Employer certifies that the termination of the employment was necessitated by illness or injury and then only so long as such illness or injury continues and the employee permits physical examination at reasonable intervals.

8. Any employee with fifteen (15) or more years of cumulative service with the Employer and who retires from such employment shall, at the time of retirement, be credited with an amount computed by multiplying the employee's number of accumulated, unused sick leave by the employee's then current daily rate and then multiplying that amount by twenty-five percent (25%), and such amount shall be retained by the Employer and utilized for the purpose of paying the retiree's health insurance premiums until such time as the monies are exhausted. A retired employee may opt to change from family to individual coverage, but not from individual to family coverage. Upon exhaustion of the monies provided for herein, the retired employee may elect to continue in the health insurance plan at the employee's own expense. The implementation of this provision shall in no way diminish the percentage of retiree health insurance premiums currently paid by the Employer. Unused sick accruals cannot be donated to the sick leave bank upon termination of employment.

9. Sick Leave Bank - the Sick Leave Bank shall be administered by the CSEA Administrative Unit Sick Leave Bank Committee. The Committee will be appointed by the CSEA President or their designee. Use of the Sick Leave Bank may be requested by its members for absences from work consistent with those conditions covered by the Family Medical Leave Act (FMLA) or for conditions consistent with the Basic Leave Entitlement or Military Family Leave provisions of the FMLA for serious illness or injury that is expected to be at least seven (7) calendar days in duration according to a statement from the employee's treating physician. This can also include a qualifying disability as defined in the Americans with Disabilities Act (ADA).

To be eligible to join the Sick Leave Bank employees must be employed a minimum of twelve (12) months prior to joining the Sick Leave Bank. Employees shall be required to contribute two (2) sick days from their accumulated total to the Sick Leave Bank to enroll at open enrollment. There shall be four (4) open enrollment periods per year, in January, April, July and October, at which time new members may join. There will be no enrollment outside of open enrollment periods. During these open enrollment periods, the Sick Leave Bank Committee may solicit additional days if deemed necessary. A member may donate up to three (3) additional days per open enrollment. Under no circumstances shall any employee be permitted to donate time above and beyond the limits set forth above.

Employees who wish to maintain membership in the Sick Leave Bank must contribute one (1) sick leave day annually to the Sick Leave Bank prior to December 31 of each year. Members who have been under repayment to the Sick Leave Bank or who are currently using Sick Leave Bank hours during the year shall be considered to have met their membership obligation for that calendar year.

Employees may apply for Sick Leave Bank hours as soon as practicable for conditions stated above. Sick Leave Bank hours can only be used after the employee has exhausted their own sick leave accruals and any compensatory time accrued.

Requests for time from the Sick Leave Bank shall be approved by the CSEA Sick Leave Bank Committee, the respective Department Head or designee, and a representative from the Human Resources Department by a majority vote. The CSEA shall have three (3) votes as part of the voting process when an employee requests time from the Sick Leave Bank. Such requests shall not be unreasonably denied. Once the Sick Leave Bank Committee makes a determination on a request, such determination must be in writing. The Sick Leave Bank Committee shall notify the designated person in the Human Resources Department. The Human Resources Department or designee shall arrange a meeting with the Human Resources Department, the respective Department Head, and the Sick Leave Bank Committee designee to vote on the request no later than four (4) days from the date of the written notification to the Human Resources Department unless all parties mutually agree to waive the meeting.

A member may borrow a maximum of four (4) days per week. Coverage by the Sick Leave Bank shall not exceed twelve (12) weeks per year. Special consideration may be given to extend the twelve (12) weeks in exceptional circumstances. If additional time is needed, the employee must re-apply utilizing the appropriate form. If the employee is incapacitated and unable to re-apply, the Committee shall make such notation on the appropriate form.

Repayment shall be based on the number of years the employee has been a member of the Sick Leave Bank; this will be different than the number of years of employment with the County. Those employees who have been members of the Sick Leave Bank for 1-3 years will pay back 100% of the time used, employees who have been members of the Sick Leave Bank for 4-7 years will pay back 75% of the time used and employees who have been members of the Sick Leave Bank for 8 or more years will pay back 50% of the time used. Repayment will be at the rate of one-half sick day per month and shall commence after the member returns to full-time status. In the event a member leaves County employment for any reason while maintaining a due balance to the Sick Leave Bank, reimbursement to the Sick Leave Bank will be taken from any final accrual pay out that the employee is entitled to.

The Human Resources Department shall provide the Unit President and the Sick Leave Bank Committee a list of employees, the number of hours used, and the number of hours repaid by the employees on a monthly basis. A complete accounting of the Sick Leave Bank status that includes a list of current members and the number of hours donated, requested and granted shall be provided by the Sick Leave Bank Committee and shall be given to the Human Resources Department on a quarterly basis.

10. Sick Leave Donation – The purpose of this Article is to enable bargaining unit employees to donate paid benefit time to other bargaining unit employees who are employed with less than one (1) year of service and are confronted with a personal or family emergency that such condition qualifies under the FMLA or ADA.

A bargaining unit employee may donate accrued sick leave hours up to a maximum of seven (7) hours to an Employee by completing and signing a “Sick Leave Donation” form available in the Human Resource Office. A form shall be created by Human Resource Office and CSEA.

The Human Resource Office shall keep track of the total hours available in the Sick Leave Donation pool.

The Sick Leave Donation Committee to oversee the pool shall be composed of:

- *One person appointed by the CSEA Unit President or their designee
- *One person from Human Resources

The bargaining unit employee shall make a request to the Sick Leave Donation Committee for such hours. The employee shall submit a written request utilizing the appropriate form from the Human Resource Office.

The County Administrator or their designee shall review such request and shall make the final decision if the employee is permitted to utilize a sick leave donation. All decisions made by the County Administrator or their designee shall be final and binding and shall not be grievable or arbitrable.

**ARTICLE XII
BEREAVEMENT LEAVE**

1. In the event of death of one of the following members of an employee's family or domestic partner's family, parents, including foster or step-parents, spouse, children or step-children, brother and sister or step-brother and sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent or grandchild, the employee shall receive leave with pay, at the employee's regular daily rate, for a maximum of three (3) days. Domestic partner shall be defined per the federal/state regulations.
2. In the event of death of the employee's aunt or uncle, the employee shall receive leave with pay, at the employee's regular daily rate, for a maximum of one (1) day.
3. If an employee needs to take additional time for bereavement the employee may do so with the prior approval of the employee's Department Head or designee, and may use other accumulated leave time or take unpaid leave for the additional time approved.
4. In the event the employee must travel two hundred (200) miles or more to attend the services or any other matter connected with the bereavement leave, the employee shall be entitled to one (1) additional day for travel.

**ARTICLE XIII
MILITARY LEAVE**

Military Leave and training shall be provided as covered by all applicable laws for all employees covered by this agreement.

**ARTICLE XIV
LEAVE OF ABSENCE**

1. A request for a leave of absence shall be made in writing to the employee's Department Head at least thirty (30) days prior to the effective date thereof, except in the case of medical emergency or change/transfer in job position. In the case of an employee seeking a leave of absence due to change or transfer in job position, only two (2) weeks notice is required. The request must contain the reason for the leave. The Department Head may, in their discretion, grant such a leave of absence without pay for a period of up to four months. In situations falling under Sections 71 and 72 of the Civil Service Law, the four-month limitation shall be extended to one (1) year. Upon written application by any employee for leave of absence, the Department Head may, in their discretion, renew such leave for a further period of time. An employee granted a leave will be allowed to use their accrued vacation and compensatory time credits during any non-disability period of their leave.
2. The Employer and the Association agree to abide by the provisions and regulations of the Family and Medical Leave Act (FMLA). However, the Employer shall permit employees to utilize accrued, paid time off before any non-paid time off shall be granted. If leave time is requested that may not fall under the definition of FMLA, the Employer may require other leaves to be utilized first before the onset of unpaid leave.
3. Adoption Leave: Where the employer is satisfied that the Agency involved properly requires it, an employee who is adopting a child five (5) years of age or younger will be granted a leave of absence for a period not to exceed six (6) months.

**ARTICLE XV
PERSONAL LEAVE**

1. After the successful completion of six (6) months of service, excluding absence from work for any reason, each employee shall be entitled to take up to three (3) paid personal leave days each of the twelve (12) month

periods beginning January 1 of each year; personal leave not used in a calendar year shall be added to accumulated sick leave, subject to the provisions of Article XI. Cash will not be paid in lieu of personal leave use during, or at termination of employment.

2. Personal leave shall be taken in fifteen (15) minute segments. Time off should be approved by the employee's Department Head or designee at least twenty-four (24) hours prior to the time the leave begins whenever possible; however, personal leave may be taken with less than twenty-four (24) hours advance notice with approval of the employee's Department Head or designee.

ARTICLE XVI INSURANCES

1. Health Insurance

- a. Effective January 1, 2020, or at such time the conversion to the Chemung County Excellus Blue PPO 2 Plan takes effect, the Chemung County Excellus Indemnity Classic Blue Plan and the Chemung County Excellus Blue PPO Plan shall no longer be available.
- b. The County will pay a one-time stipend to all Association members who are currently enrolled in the County health insurance plan and are changing to the Excellus Blue PPO2 plan for 2020. Payment in the amount of \$1000 for family coverage and \$500 for individual coverage shall be paid out during the first payroll of December 2020, with the option to place the funds into a Flexible Spending Account (FSA) effective January 1, 2021.
- c. Effective January 1, 2020, the Employer shall pay the premium or premium equivalent of the Chemung County Excellus Blue PPO2 Plan, which shall include dental and vision plans as provided as part of the Chemung health plan for all full-time employees and eligible dependents as follows:
 - Effective 1/1/2020 all employees currently paying 12% health/dental/vision insurance contribution shall be increased to 13%.
 - Effective 1/1/2021 through 6/30/2021 all employees currently paying 13% health/dental/vision insurance contribution shall continue to contribute the same dollar amount as in 2020 for 2021 for health/dental/vision insurance
 - Effective 1/1/2021 through 6/30/2021 all employees currently paying 15% shall continue to contribute the same dollar amount as in 2020 for 2021 for health/dental/vision insurance.
 - All employees currently paying 20% shall continue to contribute the same dollar amount as in 2020 for 2021 for health/dental/vision insurance.
- d. Effective July 1, 2021, the Employer shall pay the premium or premium equivalent of the Chemung County Excellus Blue PPO3 Plan, which shall include dental and vision plans as provided as part of the Chemung health plan for all full-time employees and eligible dependents as follows:

- Effective July 1, 2021, all employees shall move to the Chemung County Excellus Blue PPO3 Plan. All employees (whether paying 13%, 15%, or 20% contribution) will continue to contribute the same dollar amount as in 2020 for 2021 for health/dental/vision insurance
 - Effective January 1, 2022, all employees currently paying 13% contribution shall be increased to 15%.
 - Effective January 1, 2023, all employees currently paying 15% contribution shall be increased to 16%.
 - Effective January 1, 2024, all employees currently paying 16% contribution shall be increased to 17%.
 - Effective January 1, 2025, all employees currently paying 17% contribution shall be increased to 18%.
 - All employees currently paying 20% of the premium will continue to do so for the length of the contract.
- e. Bargaining unit employees enrolled in family coverage shall receive a one-time payment of \$250 and all bargaining unit employees enrolled in individual coverage shall receive a one-time payment of \$125 no later than the first payroll in August 2021.

2. During the life of this Agreement, the County and CSEA may continue to explore other health insurance options. Should both parties agree to change the health insurance plan it shall be subject to ratification by the CSEA membership.

3. The Employer has instituted a Flexible Spending Program, which will be in effect during the life of this Agreement, and which includes provisions for health premium conversion, non-covered health expenses and dependent care expenses coverage. An employee shall be able to contribute the maximum allowance as determined by the IRS into a Flexible Spending Account. Once established, participation in the premium conversion portion of the program shall be automatic unless an employee chooses not to participate. All elections to decline coverage for the premium conversion shall also be filed in writing with the County Human Resources Department. Participation in the dependent care and non-covered health expense portion of the program shall be voluntary.

4. No employee who during the term of this Agreement is covered under a hospital-surgical plan of equal benefits at no cost to himself or primary insured shall be eligible for this insurance. If an employee and the employee's spouse both work for the Employer, then such employee and their spouse shall only be eligible to receive benefits from one family health and dental insurance plan. Such provision shall not exclude an employee from the benefits of Article XVI, Section 8 of the Collective Bargaining Agreement.

5. Upon retirement or in the event of a layoff and such employee returns to employment, the amount of the time during the break shall be deducted for the purposes of calculating years of continuous service, but the employee shall not be considered a new hire and shall be eligible for such benefit. The Employer shall continue its current practice of paying a contribution towards health insurance premiums for county retirees who are enrolled in the Employer's Plan. The Employer's contribution shall be:

Employees with 15-25 years of continuous service	Employee 50%, Spouse 35%
Employees with 26-30 years of continuous service	Employee 60%, Spouse 35%
Employees with 31-35 years of continuous service	Employee 65%, Spouse 35%
Employees with 36+ years of continuous service	Employee 75%, Spouse 35%

In addition, the Employer will discontinue its practice of paying the Medicare Part B monthly premium for both the employee and spouse and pay one (1) monthly premium. The Employer shall pay up to a maximum \$125.00/month and all additional premiums in excess of \$125.00/month the employer and the employee shall share the cost 50/50. In the case of an employee or spouse becoming deceased, the Employer will continue to pay one (1) Medicare Part B monthly premium utilizing the calculations as stated in the previous paragraph.

6. The Employer may elect to provide health, dental and vision coverage through a different insurance carrier (or self-funding) as long as the benefits provided are equal to the benefits currently provided under this Agreement. If the Employer elects to use a different insurance carrier, then the new coverage shall not impose limitations based on pre-existing conditions for current employees, their dependents or retirees. If coverage equal to the benefits that are currently provided cannot be obtained at a competitive cost, then the Employer and the Association shall negotiate and reach an agreement before any change in coverage is made.

7. An eligible employee may decline the health, dental and vision coverage provided in this Article XVI, and instead elect to receive payment of One Thousand Two-Hundred Fifty Dollars (\$1,250) for each full calendar year that he or she declines family coverage, or Six Hundred Fifty Dollars (\$650) for each full calendar year that he or she declines individual coverage. Less Than Full-Time employees shall also be entitled to this option to be calculated on a pro-rata basis. Upon satisfaction of the conditions set forth below, payment will be made at the end of the calendar year. In order to receive the full payment set forth above, the employee must: (i) be actively employed by the Employer for the entire calendar year; and (ii) provide satisfactory documentation establishing that the employee was covered under a health insurance plan for the entire calendar year. Such documentation must be provided prior to payment at the end of the year.

An eligible employee who currently participates in the Employer's Plan may decline health, dental and vision coverage (to be effective on January 1 of the following year) only between November 1 and November 15 of any calendar year. The Employer may, in its sole discretion, grant a request to decline coverage that is made before November 1 or after November 15. After an employee declines such health, dental and vision coverage, the employee will not be eligible to enroll in the Employer's Plan unless the employee provides satisfactory documentation that the employee no longer has alternate coverage. Under such circumstances, the employee shall be allowed to re-enroll in the Employer's Plan, subject to the Plan's enrollment procedures and requirements. When an employee re-enrolls in the Employer's Plan during the Plan year, the employee shall be eligible to receive (at the end of the calendar year) a pro-rated payment based upon the number of months during the year for which the employee did not receive coverage under the Plan.

In addition to the pro-rated payment described above, the Employer shall provide an eligible employee (at the end of the calendar year) with a pro-rated payment for a partial year of declined coverage when such coverage is declined during the employee's initial and terminal years of employment. In order to receive the pro-rated payment described in this Section, the employee must: (i) be actively employed by the Employer for the entire period for which the employee declined coverage; and (ii) provide satisfactory documentation establishing that the employee was covered under a health insurance plan for the entire period that coverage was declined. Such documentation must be provided at the end of the year.

**ARTICLE XVII
DISABILITY INSURANCE**

Pursuant to the Disability Benefits Law, disability benefits provide a limited monetary payment for eligible disabled employees for up to twenty-six (26) consecutive weeks of a qualifying disability. Claims for disability benefits must be filed with the Human Resources Department within thirty (30) days of the onset of the disability and are subject to a one (1) week waiting period prior to the commencement of payments. No disability benefits are payable while an employee is in receipt of sick pay, Workers Compensation Law benefits or other compensation in lieu of wages. The employer reserves the right to seek reimbursement for the payment of disability benefits, subject to the employee's right to seek restoration of expended accruals relating to the disability, if any. A claim for disability benefits will be initiated by the employee's submission of a fully executed DB-450 "Notice and Proof of Claim for Disability Benefits" (DB "450"), with Parts "A" and "B" properly completed, to the Human Resources Department. The employer will be required to forward a properly completed DB 450 for processing of the disability benefits claim within seven (7) days of receipt of the DB 450 and will promptly advise the employee if the DB 450 is deficient.

**ARTICLE XVIII
PENSIONS AND DEATH BENEFIT**

The present coverage under the New York State Retirement System, Section 75(I), Article 14 and Article 15 of the New York State Retirement and Social Security Law, shall continue in effect during the term of this Agreement. Additionally, the Guaranteed Ordinary Death Benefit effective April 1, 1974 shall continue in effect during the term of this Agreement. Employees shall also be covered under Section 41-j of the New York State Retirement and Social Security Law (Allowance of Unused Sick Leave).

**ARTICLE XIX
SEVERABILITY**

In the event any provision of this Agreement shall conflict with any of the provisions or requirements of any State or federal law, the provisions of such State or federal law shall control and the remaining provisions of this Agreement not thereby affected shall not be invalidated.

**ARTICLE XX
LAYOFFS**

1. All employees covered by this Agreement, including non-competitive and labor class, shall be laid off and re-called in accordance with the provisions of the Model Layoff Rules, as promulgated by the Schuylers County Civil Service Office.
2. A permanent employee laid off due to the lack of work shall not forfeit any longevity, vacation, sick leave or retirement benefits accrued prior to the period of unemployment. Indefinite layoffs shall build seniority up to a maximum of one (1) year; thereafter, seniority shall be frozen.
3. Effective September 15, 2020 through December 31, 2023 no bargaining unit employee shall be laid off or suffer a reduction of hours. However, a reduction of hours may be mutually agreed upon by the employer, employee, and CSEA. This language does not pertain to individual agreements regarding moving to or from a 35 or 40 hour workweek.

**ARTICLE XXI
PERSONNEL FILES**

1. An employee shall have the right, upon reasonable notice, to review their personnel files in the presence of the Human Resources Director or designee, and to answer anything therein deemed to be adverse in nature.
2. Nothing contained in this Article shall be construed to entitle an employee to pre-hire information.

**ARTICLE XXII
UNIFORM ALLOWANCE**

1. Employees who are regularly assigned to perform duties outside (B&G Laborer and Maintenance Mechanic) will receive a \$350 clothing allowance. All other employees who are entitled to Uniform allowance (full time Buildings and Grounds employees) shall continue to receive \$300. New employees who start after January 31st of the fiscal year shall receive a pro-rated uniform allowance amount. The pro-rated amount will be based on 12 months; therefore, the uniform allowance will be pro-rated by 1/12 for each month beyond January of the fiscal year. Uniform allowance cannot be spent after submission of notice of retirement/resignation. The Employer will continue to provide Buildings and Grounds employees with sweatshirts and t-shirts with the county emblems on them.

The intent of the uniform allowance is to defray some of the costs an employee incurs for clothing articles that are damaged or ruined while performing their duties. The following types of clothing will be paid for directly or reimbursed: Appropriate Work Footwear, Socks, Pants/Jeans, Shirt/Blouse, Hats, Jacket/Sweatshirts, and Coveralls and all appropriate cold weather gear. It is understood that safety accessories, such as gloves, shall continue to be provided by the Employer.

2. Any Buildings and Grounds employees working half-time (20 hours per week) but less than full-time (40 hours per week) shall have this allowance pro-rated.

3. Any and all uniform rental and upkeep expenses in excess of the annual allowance shall be defrayed by the employee by pro-rated payroll deduction. Employees not renting uniforms shall be reimbursed up to the annual allowance as set forth above for uniform expenses provided appropriate receipts are provided to the Employer. Appropriate receipts may be dated anytime during the previous twelve (12) months for which reimbursement is being claimed and may be from any wholesale or retail establishment that sells clothing. An employee that is entitled to a clothing allowance has the option of charging the purchase on one of the Employer's charge accounts at certain vendors and have the vendor bill the Employer through the Purchasing Department, or if available, utilize the Employer's credit card for the purchase and the department will be charged accordingly. If an employee chooses not to use the County's Purchasing Department, then all clothing purchases will be subject to taxes and the taxes shall not be reimbursed by the Employer.

**ARTICLE XXIII
LABOR-MANAGEMENT COMMITTEE**

1. The parties agree to establish a Labor-Management Committee to foster and continue harmonious labor relations by discussing issues of mutual concern in an attempt to reach informal resolution. The Association and the Employer will appoint no more than three (3) members each to said Labor-Management Committee. Meetings shall be held on a per month basis, if called, with an agenda presented by the party that calls the meeting.

**ARTICLE XXIV
LICENSING FEES**

All employees shall be compensated for renewal of a professional license required for employment and verifiable through the NYS Department of Education up to half the cost of the license. Such employee shall submit a receipt and the Employer shall pay the employee within thirty (30) days of submission of receipt.

**ARTICLE XXV
OUT OF TITLE**

When an employee covered by this Agreement is assigned to work at a job classification higher than the employee's regular job for more than ten (10) days, the employee shall be paid as if the employee had been promoted to the higher level position. Out of title pay shall be paid only when filling a vacancy and for the days and hours actually worked by an employee; it shall not be paid for hours or days during which an employee is using paid leave time. Holiday pay will be paid at the out of title rate when the employee performs out of title duties on both the workday prior and the workday following the holiday.

**ARTICLE XXVI
AGREEMENT AND AMENDMENTS**

1. The foregoing constitutes the entire Agreement between the parties, and no verbal statement or other agreement, except an amendment in writing annexed hereto and designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

2. Whenever the context so requires, the use of word herein in the singular shall be construed to include the plural, and words in the plural the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

3. It is agreed that announcements of Civil Service Examinations will, in addition to the present posting and publication procedures, be sent to the Department Heads of employees within the Administrative Unit. The Department Heads will not be required to post such announcements.

4. This is to clarify that the Employer's policy that county employees are to decline to provide any written or verbal recommendation or opinion upon the work performance of a former employee or officer is not intended to prevent such comment by an employee acting as an individual and not as a representative of the Employer. If an employee elects to make such a comment, it will be expected that the comment specifically identifies that the employee is not making the comment as a representative of the Employer but as an individual, and such comment should not be written in a context which suggests otherwise, such as on county stationery or with the employee's use of a county title or office.

**ARTICLE XXVII
TERM**

The term of this Agreement shall be from January 1, 2020 through December 31, 2025. After December 31, 2025, consistent with New York Civil Service Law, the terms and conditions established by this Agreement shall continue in full force and effect until the Employer and the Association agree upon and execute a successor agreement.

**ARTICLE XXVIII
LEGISLATIVE IMPLEMENTATION**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Signed at Watkins Glen, New York this 14th day of June, 2021.

**SCHUYLER COUNTY ADMINISTRATIVE
UNIT CSEA, LOCAL 849**

Anne Bussard 6/3/2021
Anne Bussard, CSEA President

COUNTY OF SCHUYLER

Carl Blowers
Carl Blowers, Chairman

Rebecca Weichenthal 6/14/21
Rebecca Weichenthal, First Vice President

Linda MacDonald
Linda MacDonald, Negotiating Team

Mark Couch
Mark Couch, Negotiating Team

Stephanie Engster 6/14/2021
Stephanie Engster, CSEA Labor Relations Specialist

**“EXHIBIT A”
GRADES, CLASSIFICATION & SALARIES**

Starting Salaries Only:

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
<u>Grade 1</u>	\$13.94	\$14.50	\$15.06	\$15.65	\$16.26	\$16.90
Cleaner						
Food Service Helper						
Laborer						
Meal Deliverer						
<u>GRADE 2</u>	\$14.97	\$15.57	\$16.18	\$16.81	\$17.46	\$18.14
Aging Services Aide						
Assistant Cook						
Clerk						
Keyboard Specialist						
Senior Cleaner						
<u>GRADE 3</u>	\$16.03	\$16.67	\$17.32	\$18.00	\$18.70	\$19.43
Account Clerk-Keyboard Specialist						
Motor Vehicle License Clerk						
Probation Assistant						
<u>GRADE 4</u>	\$17.57	\$18.27	\$18.99	\$19.73	\$20.50	\$21.29
Purchasing Clerk						
Secretary I						
Senior Clerk						
<u>GRADE 5</u>	\$18.43	\$19.17	\$19.91	\$20.69	\$21.50	\$22.34
Cook-Manager						
Family Support Worker						
Information Processing Specialist						
Maintenance Mechanic						
Senior Account Clerk-Keyboard Specialist						
Senior Data Entry Operator						
Senior Motor Vehicle License Clerk						
<u>GRADE 6</u>	\$19.25	\$20.02	\$20.80	\$21.61	\$22.45	\$23.33
Insurance Counseling Coordinator						
Principal Clerk						
Support Investigator						
Social Welfare Examiner						
Secretary II						
Summer Youth Employment Supervisor						
Veterans Service Officer						
Watershed Inspector Assistant						
Work Experience Supervisor						
<u>GRADE 7</u>	\$20.10	\$20.90	\$21.72	\$22.57	\$23.45	\$24.36
Caseworker Assistant						
Disability and Employment Examiner						
Paralegal Assistant						
Real Property Tax Service Assistant						
Sr. Social Welfare Examiner						
<u>GRADE 8</u>	\$21.54	\$22.40	\$23.28	\$24.18	\$25.13	\$26.11
Administrative Assistant						

<u>GRADE 8 (continued)</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Food Service Manager	\$21.54	\$22.40	\$23.28	\$24.18	\$25.13	\$26.11
Medicaid Coordinator						
Nutrition Educator						
Principal Social Welfare Examiner						
Probation Officer 1 Trainee						
Real Property Appraiser Trainee						
Records Manager						
Supervising Support Investigator						
Volunteer Coordinator						
<u>GRADE 9</u>	\$23.00	\$23.92	\$24.85	\$25.82	\$26.83	\$27.88
Aging Services Caseworker						
Caseworker						
Nutrition Services Coordinator						
NY Connects Coordinator						
Probation Officer 1						
<u>GRADE 10</u>	\$24.48	\$25.46	\$26.45	\$27.48	\$28.56	\$29.67
Care Manager						
Crime Victim Services Coordinator						
Paralegal						
Program Coordinator						
Real Property Appraiser						
Senior Caseworker						
Senior Probation Officer						
<u>GRADE 11</u>	\$26.44	\$27.50	\$28.57	\$29.68	\$30.84	\$32.04
Case Supervisor Grade B						
Computer & Business Services Coordinator						
Employment & Temporary Assistance Supervisor						
Probation Supervisor 1						
Public Health Specialist						
Registered Professional Nurse						
<u>GRADE 12</u>	\$28.36	\$29.49	\$30.64	\$31.84	\$33.08	\$34.37
Case Supervisor Grade A						
Licensed Clinician Trainee						
Senior Registered Professional Nurse						
Supervisor of Fiscal Operations/Computer Services						
<u>GRADE 13</u>	\$30.33	\$31.54	\$32.77	\$34.05	\$35.38	\$36.76
Licensed Clinician						
Public Health Nurse						
Senior Care Manager						
<u>GRADE 14</u>	\$32.27	\$33.56	\$34.87	\$36.23	\$37.64	\$39.11
Public Health Nurse 2						
Senior Clinician						
Senior Staff Social Worker						
<u>GRADE 15</u>						
N/A	\$34.24	\$35.61	\$37.00	\$38.44	\$39.94	\$41.50

CSEA Member Benefits Department
(800) 342-4146, ext. 1359



Pearl Carroll Insurance Representative
Darren Germaine 1-800 313-0591

CSEA/Pearl Carroll Personal Insurance Lines
Auto, Life, Homeowners, Disability Insurance
1-800-366-7315

NY State Retirement System
Toll free 1-866-805-0990

<http://www.osc.state.ny.us/divisions/retire/rshomepg.htm>

Entertainment Discounts

Movie tickets, video rental discounts, Theme Park discounts,
Broadway shows, sporting events and much more
1-800-565-3712

Identify yourself as a CSEA/AFSCME Local 1000 Member

CSEA/AFSCME Union Member's Mortgage and Real Estate Program
1-800-475-7933

8:30 a.m. to 7 p.m. Mon-Fri

Legal Services Program

Elder Law, Workers' Compensation, Social Security Disability, Personal Injury
1-800-342-4146

Rental Car Discounts

20% off daily rate

Budget 1-800 455-2848 ID#V816100

Avis 1-800-698-5685 ID#B723700

Union Plus Credit Card

For Application 1- 800-522-4000