

AGREEMENT

by and between the

COUNTY OF SCHUYLER

and

CSEA, Local 1000 AFSCME

Schuyler County Highway Department #8600
Schuyler County Local 849

JANUARY 1, 2026 TO DECEMBER 31, 2029

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PREAMBLE

This Agreement, effective the first day of January, 2026 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 Schuyler County Highway Department Unit of Local 849, Unit #8600, AFSCME, C.S.E.A. Local 1000, an organization organized for the benefit of the employees of the County of Schuyler Highway Department with post office address Watkins Glen, 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 the Schuyler County Highway Department with the exception of the County Highway Superintendent, Deputy County Highway Superintendent, Administrative Assistant and Information Processing Specialist.

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 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. Obligations of the Employer and Association

In the administration of this Agreement, the Employer and the Association agree not to discriminate against employees 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. Definition of "Temporary" and "Seasonal" Employees

Temporary employees shall be defined according to New York State 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. A temporary appointment may be made for a period exceeding three months under the following circumstances only:

a. When an employee is on leave of absence from their position, a temporary appointment to such position may be made for a period not exceeding the authorized duration of such leave of absence as prescribed by statute or rule;

b. A temporary appointment may be made for a period not exceeding six months when it is found by the Employer's Personnel officer, upon due inquiry, that the position to which such appointment is proposed will not continue in existence for a longer period; provided, however, that where a temporary appointment is made to a position originally expected to exist for no longer than six months and it subsequently develops that such position will remain in existence beyond such six-month

period, such temporary appointment may be extended, with the approval of the Employer's Personnel Officer, for a further period not to exceed an additional six months.

Seasonal employees shall be defined as a person hired for less than 190 days to fill a position where the nature of the service is such that it is not continuous throughout the year but recurs in each successive year.

"Temporary" and "Seasonal" employees shall be excluded from the bargaining unit and shall receive no benefits under this Agreement, other than those benefits that are statutory.

5. Definition of "Part-Time" Employees

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

"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/**or Buy Out**
- c. The Vacation Benefits and **all other** leaves provided herein.

It is not the Employer's intent to replace full-time employees with part-time positions.

ARTICLE II ASSOCIATION SECURITY

1. Dues and Agency Shop Deduction

The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues, and Association sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, on a payroll period basis.

The Employer agrees to submit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, each payroll period, a list itemizing the deductions of each employee.

The Association shall indemnify the Employer and any representatives of it and hold the Employer and any of its employees and officers harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of any action taken by the employer or any of its representatives for the purpose of complying with provision of state law mandating that an agency fee deduction be made from the wages of those members of the bargaining unit who choose not to be Association members. In addition, the Association shall reimburse the Employer for any and all legal expenses associated with the defense of any such claim, demand or suit.

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 his/her membership in the Association or because of any lawful activities on behalf of the Association and his/her fellow members.

3. Association Business

The Association may designate one or more delegates who will be given a leave of absence without pay 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 workdays 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 such delegates shall be given leaves of absence up to two (2) days to attend such meetings without pay.

The Association may designate three (3) paid delegates to serve as a negotiation committee and such employees will be paid for attending contract negotiation sessions during their normal working hours.

The President of the Employees unit, or in his/her absence his/her designee, shall be permitted time off without loss of pay, where that does not interfere with his/her work assignment, to attend a grievance meeting with the Employer or the grievant(s), or to handle business directly related to this Agreement which cannot reasonably be handled outside regular working hours. Following prior notification to his/her Department Head or his/her 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 before posting. In addition, the Employer agrees to provide an additional bulletin board in the Highway Garage for the sole use of the Association.

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 him 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 Agreement, with new or terminated employees to be shown on a quarterly 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 Schuyler County Treasurer's Department. The County shall notify in writing the CSEA Labor Relations Specialist and the Unit President or their designees within thirty (30) days of the first day of employment the name of any new employee who is an employee of the bargaining unit together with the department in which they work in and the name of the department head. CSEA will be given a reasonable amount of time to meet with the new employee to explain CSEA membership, services and programs.

**ARTICLE III
PROBATIONARY PERIOD**

Employees receiving a permanent appointment in the non-competitive, exempt or 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's Personnel Officer. 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 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
WAGES, SALARY & OTHER COMPENSATION**

1. Travel Mileage

Authorized travel mileage shall be paid at the prevailing IRS rate.

2. Longevity Credit

Each full-time unit employee, regardless of whether he has been assigned a new job or position title, shall be eligible to receive longevity credit. The longevity credit shall be six cents (.06) per hour each year of employment until separation. All employees who were hired between 7/1/2015-5/1/2025, will be entitled to a one-time additional longevity credit of fifteen cents (\$.15) per hour for 2026.

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 therefore.

3. Overtime

All paid time except Workers' Compensation and Disability shall be considered hours worked in calculating overtime rates.

a. Regular Overtime

All hours worked beyond 40 hours in any work week shall be compensated for at time and one-half. It is the employees' option to take compensatory time in lieu of pay for all hours worked at time and one half will be the employees. (*See ARTICLE VI – HOLIDAYS for an exception to the compensatory time option.) Compensatory time may be taken in fifteen (15) minute increments. Those employees who elect compensatory time off in lieu of overtime pay may build a bank of one hundred- twenty (120) hours in any one calendar year. The bank of one hundred-twenty (120) hours may be used at any time during the calendar year as time off. The bank may be reduced below one hundred-twenty (120) hours and employees may continuously build the bank to utilize compensatory time off during the calendar year. However, payment for compensatory time in the bank may only be cashed in one time. Employees may request payment of compensatory time no later than December 1st by providing to their Department Head or his/her designee a request in writing. Payment shall be made the following pay period. Request for use of this time shall be made at least twenty-four (24) hours in advance and shall not be unreasonably withheld. 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. Employees are permitted to carry over a maximum of eighty (80) hours from one year to the next but cannot exceed one hundred- twenty (120) hours of compensatory time. Compensatory time may be taken in fifteen (15) minute increments.

b. Call Out Overtime

Call out Rotation – Call outs shall be made by the Superintendent or his/her designee. Call outs are made in order of seniority beginning with the most senior person and the next call out shall begin with the next person after the last call out and so on. Call out sheets shall be clearly documented and shall be posted and available to all the employees to see. If an employee misses a call out due to being sick, not available, no answer etc., the employee shall not be entitled to make up the missed call out. A call out to empty salt truck shall not be included in the rotation.

Hourly paid highway employees shall be paid time and one-half for employment pursuant to a "call out" as hereinafter defined. Such employee shall be paid overtime for a minimum of three (3) hours regardless of the number of regular hours worked by such employee on the call out, his/her scheduled workday or work week.

"Call Out" shall mean that situation where an hourly highway employee is given written or verbal notice by their department head or other supervisor after said employee leaves his/her employment to work at other than scheduled hours.

"Scheduled Hours" shall mean those hours established, designated and changed by the County Highway Superintendent from time to time upon reasonable notice to highway employees.

c. Removal during and after hours, it is agreed that Highway Superintendent and/or the Deputy Highway Superintendent will offer call out overtime first to employees of the department in such numbers and for such hours to drive Class 3-8 trucks as is deemed appropriate by Highway Superintendent and/or the Deputy Highway Superintendent. The Highway Superintendent and/or the Deputy Highway Superintendent reserve their rights: (a) to operate other motor vehicles for Snow Removal; (b) to operate Class 3 and 4 trucks for snow removal when checking road conditions and/or in the event that employees of the department are unable or unwilling to respond to the call out; and (c) to operate Class 5-8 trucks, if needed.

In order to ensure that all eligible members are able to be contacted for call out overtime, it shall be required that each member provide their current telephone contact information (home and cell) to Highway Superintendent and the Deputy Highway Superintendent and their staff. Changes in telephone contact should be reported immediately by the member. A failure by the member to either answer the call out phone call from the Highway Superintendent and/or the Deputy Highway Superintendent, will be deemed as the member is unavailable for the offered call out overtime. The Highway Superintendent and/or Deputy Highway Superintendent will attempt to call employee two (2) times during a five (5) minute period.

	Light Duty	
Class 3	10,000lb – 14,000lb	non CDL
Class 4	14,001lb – 16,000lb	non CDL
	Medium Duty	
Class 5	16,001lb - 19,500lb	non CDL
Class 6	19,501lb - 26,000lb	non CDL
Class 7	26,001lb – 33,000lb	CDL required
	Heavy Duty	
Class 8	33,001lb and up	CDL required

4. Out of Title

An employee may be assigned temporarily to perform duties of a higher classification for not more than a one-month period in an emergency situation. Temporary reassignment shall not be used to fill a vacant position and further, in no case shall it exceed thirty (30) days unless to cover for an

incumbent on leave of absence. In the event such reassignment exceeds more than one (1) day in any pay period, the employee shall be compensated for such duties during the period the employee performs the same as the higher rate of pay with reference to the base salary of the higher grade. If such base salary of the higher grade is not equal to the employee's permanent position salary at the time, in such event the employee shall be paid at the first appropriate step of the higher grade which is an increase over their current salary.

5. Grades, Classification and Base Salaries

- a. The schedules of hourly base wages for all full-time hourly highway employees attached to this Agreement as Exhibit 1 are adopted for the years 2026, 2027, 2028, and 2029 providing wage increases of 5%, 4%, 4%, 3.5%, accordingly.
- b. New employees shall be hired at the start rate and will move up one (1) step each January First following their initial hire. Any employee currently receiving a wage rate greater than the top rate on the wage schedule shall continue to receive his or her base wage rate and shall receive annual wage increases in the amounts set forth in Section 5a above.
- c. All longevities are in addition to the above rates.
- d. Promotions –When an employee receives a promotion to a title in a higher grade the employee will receive a promotional increase which shall be:

Their current salary plus:

- If promoted into Grades 2-4, the difference between the base salary of Grade 1 and Grade 2.
- If promoted into Grades 5-7, the difference between the base salary of Grade 6 and Grade 7.

-or-

The base salary of the new grade as well as the current longevity credit to which the employee is entitled for that year (\$.06), whichever is greater.

- e. Employees who are designated as Automotive Mechanic Foreperson and possess both of the following licenses shall be paid an additional \$.25 per hour:
 - a. Commercial Driver's License (CDL)
 - b. Heavy Equipment Mechanic License

f. A Foreperson who is on snow watch or on call for the weekend, commencing from 3:30 PM Friday until 11:59 PM Sunday, shall receive payment of one hundred-twenty dollars (\$120) in addition to call-out for checking roads and the calling-out of other employees. In the event of a designated holiday a foreperson is required to be on snow watch, commencing from 7:00 AM on the holiday to the following day at 7:00 AM the foreperson shall receive payment in the amount of sixty (\$60) dollars in addition to call-out for checking roads and the calling out of other employees.

**ARTICLE VI
HOLIDAYS**

1. The following days shall be designated paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Fourth of July	Christmas Day

2. After successful completion of six (6) months of service, excluding absence from work for any reason, an employee shall be entitled to one (1) floating holiday which shall be scheduled with the approval of the Highway Superintendent upon at least twenty-four (24) hours' notice.

3. When a holiday falls on Saturday, the preceding Friday will be observed, where permitted by law. When a holiday falls on Sunday, or Saturday where it cannot be celebrated on Friday, the following Monday will be observed.

4. Holiday Pay: To be considered days worked in calculating overtime rates, such that any hourly employee who is required to work on a holiday shall receive double time and a half his/her normal rate for all hours worked during the twenty-four-hour holiday period (midnight to midnight) except temporary and seasonal employees who shall receive only those benefits that are required by statute. (Will not receive normal pay in addition to double time and a half).

5. In the event an employee is called out on Easter Sunday, or any days designated as holidays herein above, the employee shall be entitled to pay at the rate of double time and one-half for all time worked, but shall be guaranteed the minimum call-out period as specified in Article V, 3b. herein, and such pay shall be in addition to the employee's regular holiday pay, for all hours not encompassing that employee's normal work day. Employees will not be able to accrue any hours worked on a holiday as compensatory time and will have the hours paid out at the established rate of double time and one-half for all hours worked. Should the call-out take place during the employee's normal work hours, then the rate of pay for all hours of the call-out which fall during the regular workday shall be double time and one-half which includes the regular holiday pay. When a holiday as set forth in this Article, Paragraph 1 above, falls during the summer hours (10-hour, 4-day week), on a scheduled day off, the employees shall receive one day of their four-day week off as the paid holiday.

6. Part-Time employees shall be eligible to receive holiday pay (subject to conditions set forth in this Article) for those holidays that fall on a part-time employee's regularly scheduled workday. 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 VII
VACATIONS**

All employees covered by this Agreement shall be granted a paid vacation according to the

following schedule:

1. After successful completion of six (6) months of service, excluding absence from work for any reason, a current employee shall be credited with four (4) hours of vacation time per month if the majority of the month is worked under an eight (8) hour work day or five (5) hours of vacation time per month if the majority of the month is worked under a ten (10) hour work day.

2. After the successful completion of six (6) months of employment employees will accrue vacation according to the following schedules:

- After six (6) months of employment through the fifth (5th) year of continuous employment, six (6) hours per month.

- After five (5) years of continuous employment through ten (10) years of continuous employment, ten (10) hours per month.

- After ten (10) years of continuous employment through fifteen (15) years of continuous employment, twelve (12) hours per month.

- After fifteen (15) years of continuous employment, sixteen (16) hours per month.

If the Employer decides to utilize a work schedule of four (4) 10-hour days during the months of April through October, employees will accrue vacation according to the following schedule during those months.

- After six (6) months of employment through the fifth (5th) year of continuous employment, seven and one-half (7.5) hours per month.

- After five (5) years of continuous employment through ten (10) years of continuous employment, twelve and one-half (12.5) hours per month.

- After ten (10) years of continuous employment through fifteen (15) years of continuous employment, fifteen (15) hours per month.

- After fifteen (15) years of continuous employment, twenty (20) hours per month.

3. The maximum accumulation of vacation time shall be three hundred twenty (320) hours.

4. An employee, to be eligible for vacation, must have worked ninety percent (90%) of his/her 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 within twenty-four (24) months following its accrual and with the prior approval of the employee's department head may be taken in minimum segments of fifteen (15) minutes. Request and approval of vacation time to be had not less than twenty-four (24) hours prior to the vacation commencement. Vacation requests shall not be unreasonably denied and subject to the grievance procedure.

7. Vacation time accrual pursuant to this Agreement shall be computed from January 1, 1991.

8. The value of accumulated and unused vacation time of an employee shall be paid upon his/her death, retirement or termination of services to a maximum of 30 days.

9. During the month of November, an hourly employee may elect to receive a cash payment for up to forty (40) hours of accrued, unused vacation. To receive this cash payment, the employee must notify the Employer, in writing, of the employee's intent to convert vacation benefits. The employee shall receive the vacation buy-out in the second paycheck in December, less any payroll deductions.

ARTICLE VIII WORKWEEK

The regular work week for hourly employees shall be forty (40) hours a week, Monday through Friday, with an unpaid one-half (1/2) hour lunch period typically between 11:00 AM – 1:00 PM but may change due to unforeseen circumstances.

ARTICLE IX SPECIAL WORKING CONDITIONS

1. During the months of April through October the Employer shall have the right to utilize a work schedule of four 10-hour days, or five 8-hour days, on one week's notice to employees. When a 4-day week is being utilized, any 4 weekdays may be utilized by the employer, in order to minimize problems associated with rain or other inclement weather. Employees shall also receive an unpaid ½ hour lunch period to be taken between 11:00 AM – 1:00 PM but may change due to unforeseen circumstances. Should a holiday fall during the 10-hour day schedule, that holiday shall be equivalent to a 10-hour day for pay purposes.

If an employee reports to work but is instructed not to commence work because of rain or other inclement weather and is subsequently sent home, then such employee shall be paid two (2) hours pay at the employee's regular hourly rate.

2. Sick time and personal leave shall be converted into hours and charged according to whether the time is taken in an 8 hour or 10-hour day.

3. Should a holiday fall during the 10-hour day schedule, that holiday shall be equivalent to a 10-hour day for pay purposes.

ARTICLE X POSTING AND BIDDING

A permanent vacancy in a job classification shall be posted in a prominent place for at least seven (7) calendar days before selection or hiring of an employee to fill the vacancy permanently. An employee who wishes to be considered for the vacancy shall file a written request to that effect with the Highway Superintendent within this seven (7) day period. First consideration in filling the vacancy shall be given to bargaining unit employees in other classifications who have the necessary qualifications. Where there is more than one bidder, seniority shall be the determining factor when other job qualifications are considered essentially equal. For the purpose of this Article, seniority shall be defined as total length of service in the Schuyler County Highway Department.

ARTICLE XI 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, Subdivision 4 of Article 16 of the General Municipal Law.
2. The inclusion in this Article of grievances as defined by Article 16, Section 682, Subdivision 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 16 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. 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

A grievance shall be presented orally by the aggrieved employee to the Highway Superintendent or his/her designee with or without his/her 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 Highway Superintendent or his/her designee does not result in resolution of the grievance, then

Step 2

The aggrieved employee shall submit his/her signed written grievance to the County Administrator within twenty (20) working days from the date of the initial discussion of the grievance with the Highway Superintendent or his/her designee. Within ten (10) working days after he receives the written grievance, the County Administrator will convene a meeting between the aggrieved employee, his/her Association representative and himself 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 his/her 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

In the event the aggrieved party is not satisfied with the decision issued at Step 2, a demand for arbitration shall be presented to the County Administrator or his/her designee within twenty (20) working days of receipt of the Step 2 decision. The aggrieved party shall forthwith request that the New York State Public Employment Relations Board (NYS PERB) submit a list of suitable arbitrators from which, by alternately striking names, the parties shall select the arbitrator who shall arbitrate the dispute in accordance with Voluntary Labor Arbitration Rules of the NYS PERB

The arbitrator shall apply the express terms of this Agreement to the issues presented by the grievance and to the facts which he determines to exist on the basis of the evidence presented, but he shall have no power to add to, subtract from or modify any provisions of this Agreement in making his/her advisory award. The award of the arbitrator shall be advisory only to the parties.

Should there be any dispute between the Employer and any employee concerning the existence of good and sufficient cause for discharge or discipline, such dispute shall be adjusted as a grievance in accordance with the terms of this Agreement, with the exception of all discharge or discipline cases which are excluded under this grievance procedure by virtue of the exclusion of the application of this grievance procedure to areas subject to State and local Civil Service Law or Rules as provided in paragraph (3) above.

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 proposed action of the Legislature is taken, provided it requests that 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.

4. 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 XII SICK LEAVE

1. After the successful completion of six (6) months of service, excluding absence from work for any reason, an employee shall be credited with two (2) days of accumulated sick leave and shall be permitted to accumulate up to one thousand six hundred twenty (1620) hours 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 (1) day of sick leave during each month his/her total credited sick leave is less than one thousand six hundred twenty (1620) hours, and during which he is actively at work for at least fifty percent (50%) of the regularly scheduled workdays, exclusive of vacations.

3. Employees may in no event accumulate more than one thousand six hundred twenty (1620) hours of sick leave.

4. Sick leave benefits provided by this Agreement may be used in cases involving the illness or injury of the employee's child or children and/or spouse.

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. When continuous sick leave exceeds thirty (30) calendar days, the Employer may require a physical examination by a physician selected by the Employer. 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 10 of the 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. All present employees who have accrued sick leave shall be credited with such unused sick leave. Further accruals provided hereunder shall commence as of January 1, 1991.

9. Any employee with twenty (20) 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 his/her number of accumulated, unused sick leave by his/her 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 premium until such time as the monies are exhausted. The health insurance plan (individual or family) shall be the same as that which was in effect prior to the employee's retirement. (A retired employee may opt to change from family to individual coverage, but not from individual to family.) Upon exhaustion of the monies provided for herein, a retired employee may elect to continue in the health insurance plan at his/her 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.

10. Sick Leave Bank: All employees shall be allowed to contribute two (2) sick days from their accumulated total to a sick leave bank. The bank shall be administered by the CSEA Unit President or his/her designee, the Department Head or his/her designee and the Personnel Officer or his/her designee. Requests for days from the bank shall be approved by both parties, whose approval shall not be unreasonably withheld. To be eligible to utilize sick leave bank days an employee must:

- a. Have contributed days to the bank;
- b. Be out of accumulated sick leave;
- c. Have exhausted all other leaves with the exception of disability leave;
- d. Have an illness or injury of thirty (30) days or longer duration;
- e. Make arrangements acceptable to the sick leave bank committee for repayment of utilized days.

Usage of sick leave bank leave will be considered the same as usage of personal sick leave days for all purposes. Should the bank need additional days, the committee shall be authorized to request additional days from participants. Should the bank exhaust all days, it shall become inoperable if and until such time that a sufficient number of days are donated to reactivate the same. In the event a member resigns

from County employment while maintaining a due balance to the sick bank, reimbursement to the sick bank will be taken from any final accrual pay out that the employee is entitled to.

**ARTICLE XIII
BEREAVEMENT LEAVE**

1. In the event of death of one of the following members of an employee's family: parents, including foster or step-parents, spouse or children or step-children, brother or sister or step-brother or step-sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law, the employee shall receive leave with pay, at the employee's regular daily rate, for a maximum of three (3) days. One (1) of three (3) days may be used at a later date for internment.
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 he or she 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.

**ARTICLE XIV
MILITARY LEAVE**

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

**ARTICLE XV
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. The request must contain the reason for the leave. The department head may, on their discretion, grant such a leave of absence without pay for a period of up to four (4) months. Upon written application by an employee on leave of absence, the department head may, in his/her discretion, renew such leave for a further period of time.
2. 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 leave of absence for a period not to exceed six (6) months.

**ARTICLE XVI
PERSONAL LEAVE**

1. Each employee, after the successful completion of six (6) months of service, excluding absence from work for any reason, shall be entitled to take up to three (3) paid personal leave days each of the twelve (12) month periods beginning January 1, 1991; personal leave not used in a calendar year shall

be added to accumulated sick leave, subject to the provisions of Article XII.

2. Personal leave shall be taken in fifteen (15) minute segments. Time off should be approved by the employee's Department Head. Time off may not be applied to personal leave unless application for such leave was made at least twenty-four (24) hours prior to the time the leave begins (except in the cases of serious emergency), and such application was approved by the employee's department head. Personal leave may be taken with less than twenty-four (24) hours advance notice with approval of the employee's Department Head or designee and shall not be unreasonably withheld.

ARTICLE XVII INSURANCES

1. Health Insurance

Effective January 1, 2026, all employees' rates shall remain the same at the following:

- Employees hired prior to January 1, 2011
Employees contribution is 15%
- Employees hired after January 1, 2011 thru July 1, 2015
Employees contribution is 18%
- Employees hired after July 1, 2015
Employees contribution is 20%

2. Flexible Spending Account

The Employer will maintain a Flexible Spending Program, which includes provisions for health premium conversion, non-covered health expenses and dependent care expenses coverage. 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 Employer's Human Resources Department. Participation in the dependent care and non-covered health expense portion of the program shall be voluntary.

3. Disability Insurance

The Employer shall provide the New York State Disability Insurance Plan to all employees, at no cost to the employee.

4. Health Insurance Buy-Out

If an employee and the employee's spouse both work for the Employer, such employee and 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 Health Insurance Buy-Out program.

An eligible employee may decline the health, dental and vision coverage provided in this Article XVII, and instead elects to receive payment of thousand five hundred dollars (\$1,500) 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 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 to which another individual subscribed 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. 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.

5. Retiree Benefits

The Employer shall pay the premium cost for health insurance for all full-time employees and eligible dependent(s) upon retirement as follows:

Upon retirement, the Employer will 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 cumulative years of service	Employee 50%, Spouse 35%
Employees with 26-30 cumulative years of service	Employee 60%, Spouse 35%
Employees with 31-35 cumulative years of service	Employee 65%, Spouse 35%
Employees with 36+ cumulative years of 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 only. In the case of an employee or spouse becoming deceased, the Employer will continue to pay one (1) Medicare Part B monthly premium in an amount not to exceed \$125.00.

Deferred Compensation – Employees may participate in the County's offered deferred compensation plan. Employees may change their deductions each pay period as long as the employee follows the procedures as set forth by the County.

6. The County and the Union will maintain open communication regarding alternative health insurance options that may be mutually beneficial to both the members and the County.

**ARTICLE XVIII
CLOTHING AND EQUIPMENT**

1. At the discretion of the County Highway Superintendent, boots and rain suits may be issued at the expense of the Employer for specified jobs to hourly paid highway employees.

2. Each hourly paid highway employee will receive an annual uniform allowance toward his/her work uniform rental and upkeep expense; said allowance to be prorated over and during the year. Any and all uniform rental and upkeep expense in excess of the annual allowance shall be paid by the employee by prorated payroll deduction. Employees not renting uniforms shall be paid up to the annual uniform allowance 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 which sells clothing. Such reimbursement shall be paid in the first pay period of November of each year of this Agreement and will be paid separately from the employee's regular paycheck for that pay period. The amount of the annual uniform allowance shall be \$400.

Any employee that is entitled to a clothing allowance may use the employer's vendors to purchase clothing and have the vendor bill the Employer through the Purchasing Department. If an employee chooses not to use the Employer's Purchasing Department, then all clothing purchases will be subject to taxes and the taxes shall not be reimbursed by the Employer.

3. 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 his/her official duties for the Employer. Employees eligible for uniform allowance may use that allowance to help pay for uniforms from a uniform rental company or to purchase new work clothing.

The following clothing will be reimbursable: Appropriate work footwear, socks, tee-shirts, pants/jeans, shirt/blouse, hats, jacket/sweatshirts, and thermal underwear/long johns. Appropriate footwear does not include sneakers (unless steeled toe), sandals, clogs, hi-heel shoes, sling backs or backless shoes.

Receipts must have clear identification of the clothing articles purchased. If a receipt only identified an article by letter or number, the tag from the clothing article should be attached and/or the employee may be required to provide a brief written statement as to clothing article for which reimbursement is sought.

The amount to be reimbursed to an employee per year will not exceed the maximum uniform allowance as specified in the collective bargaining agreement.

**ARTICLE XIX
DISCIPLINE**

In the case of a disciplinary procedure for employees who would be covered under Section 75 of the Civil Service Law, the Employer and Association agree to substitute only the procedure in Section 75 for a hearing and use the alternative of a list of mutually agreeable 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.

Employees in labor class titles pursuant to Civil Service are not afforded any disciplinary protection.

ARTICLE XX LAYOFFS

1. All employees covered by this Agreement, including non-competitive and labor class, shall be laid off and recalled in accordance with provisions of the Civil Service Rules, as promulgated by the Personnel Officer, in the event of layoff of hourly paid highway employees, no new employees shall be hired until all such employees laid off shall have been recalled.

2. A permanent hourly paid highway 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.

ARTICLE XXI PENSIONS AND DEATH BENEFIT

The present coverage under the New York State Retirement System, Section 75(I), Article 14 and 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 be covered under Section 41-j of the New York State Retirement and Social Security Law (Allowance of Unused Sick Leave).

ARTICLE XXII DRUG FREE WORK ENVIRONMENT

It is the goal of the Employer and Association to have a drug-free work environment. Accordingly, the Employer has adopted the drug & alcohol Testing Policy in accordance with the FHWA regulations for full-time Highway Department employees who possess Commercial Drivers Licenses (CDL's).

This agreement expands that policy to require all full-time, part-time and temporary employees to be covered by the provisions of those regulations and County policy.

To assure compliance with the FHWA-CDL Regulations, the Employer shall maintain separate lists for random testing between CDL employees and non-CDL employees.

All consequences maintained in the regulations shall remain in effect for permanent full-time or part-time non-CDL employees.

**ARTICLE XXIII
LABOR-MANAGEMENT COMMITTEE**

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 an informal resolution. CSEA and the County 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
SEVERABILITY**

1. 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.
2. If a determination or decision is made pursuant to the preceding paragraph, the parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such provision thereof.

**ARTICLE XXV
LICENSING FEES**

Effective January 1, 2026, the County shall assist employees with obtaining a Class A or Class B Commercial Driver's License CDL for a cost not to exceed \$1,200.00. This will be for newly hired and current employees to obtain a CDL A or B license or to upgrade the CDL B license to a CDL A license, as applicable to the employee.

The employee will pay the upfront costs for Entry Level Driver Training (ELDT). Upon receipt of proof of payment by the employee, submission of completion of the ELDT and successful acquisition by the employee of their CDL license, the County will reimburse the employee for its expenditure(s) for this purpose up to the sum of \$1,200.00 per employee no later than 45 days after submission of proof of payment.

The County will have a written agreement with each affected employee utilizing this program to maintain employment for a minimum of three (3) years after obtaining the license. In the event an employee leaves employment prior to three (3) years, whether of their own accord or removed for cause, it will be the responsibility for the employee to reimburse the County at a pro-rated amount as of the date of the employee's separation from service prior to the three-year commitment.

The County shall pay the cost of CDL renewals for all employees required to maintain same, upon presentation of proof of cost of renewal, and to be paid no later than 45 days after submission of proof of payment. Any additional level of class of CDL which is not required as part of maintaining employment with the County shall not be subject to reimbursement by the County.

**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 words 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.

**ARTICLE XXVII
DURATION**

The duration of the successor collective bargaining agreement shall be from January 1, 2026 through December 31, 2029 and the relevant language of the agreement shall be modified accordingly.

Final agreement on these proposals is contingent upon ratification and approval of their terms by both the County Legislature and the bargaining unit membership.

**ARTICLE XXVIII
LEGISLATIVE IMPLEMENTATION**

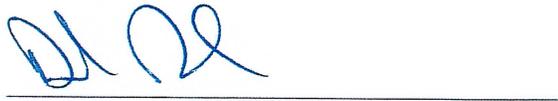
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Signed at Watkins Glen, New York this 8th day of December, 2025.

FOR THE CIVIL SERVICE EMPLOYEES ASSOCIATION
(HIGHWAY UNIT):

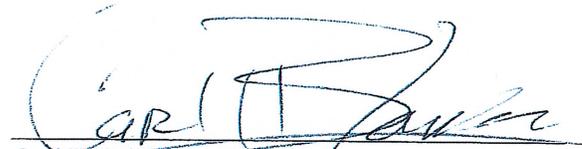

Stephanie Engster
CSEA Labor Relations Specialist


Jeremy Dawson
President

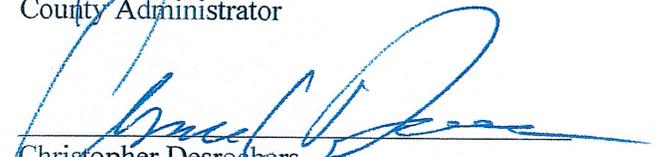

Adam Desrochers
Negotiating Committee Member

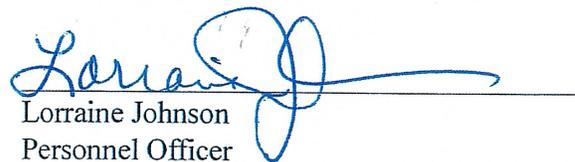

John Kuperinen
Negotiating Committee Member

FOR THE COUNTY OF SCHUYLER:


Carl H. Blowers
Chairman, Schuyler Co. Legislature


M. Shawn Rosno
County Administrator


Christopher Desrochers
Deputy County Administrator


Lorraine Johnson
Personnel Officer


Kenneth Thurston
County Highway Superintendent

Exhibit 1

Starting Salaries Only:

<u>Title</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
	5%	4%	4%	3.5%
<u>Grade 1</u> Laborer	23.03	23.95	24.91	25.78
<u>Grade 2</u> Automotive Mechanic Helper Motor Equipment Operator	23.45	24.38	25.36	26.25
<u>Grade 3</u> Highway Sign Maker	23.63	24.57	25.55	26.45
<u>Grade 4</u> Automotive Mechanic	24.55	25.53	26.55	27.48
<u>Grade 5</u> Heavy Equipment Operator	25.06	26.07	27.11	28.06
<u>Grade 6</u> Automotive Mechanic Foreperson	25.24	26.25	27.30	28.26
<u>Grade 7</u> Labor Foreperson	26.23	27.28	28.37	29.36