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Union: **Schuyler County Highway Department Unit, Unit #8600, CSEA, AFSCME, AFL-CIO**

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**AGREEMENT**

**BETWEEN**

**THE COUNTY OF SCHUYLER**

**AND**

**THE SCHUYLER COUNTY HIGHWAY DEPARTMENT UNIT  
OF LOCAL 849, UNIT #8600, AFSCME, C.S.E.A. LOCAL 1000**

**FOR THE PERIOD**

**JANUARY 1, 2006 THROUGH DECEMBER 31, 2009**

*(This document does not include any Memorandums of Agreement since 01/01/06)*

RECEIVED 5/24/06

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**AGREEMENT**

**BETWEEN**

**THE COUNTY OF SCHUYLER**

**AND**

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000 AFSCME, AFL-CIO  
COVERING THE HIGHWAY DEPARTMENT UNIT  
OF CSEA LOCAL 849, UNIT #8600**

**FOR THE PERIOD**

**JANUARY 1, 2006 THROUGH DECEMBER 31, 2009**

This Agreement, effective the first day of January, 2006 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 Account Clerk Typist.

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" Employees

Employees hired as a "temporary" for a period of six (6) months in any calendar year shall not be re-hired for an additional six (6) months within that same year. "Temporary" employees shall be excluded from the bargaining unit and shall receive no benefits under this Agreement, other than those benefits that are statutory.

## **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, agency shop fees and Union-sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues, agency shop fees 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 Union 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.

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 his membership in the Association or because of any lawful activities on behalf of the Association and his 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 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 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 absence his designee, shall be permitted time off without loss of pay, where that does not interfere with his 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 Department Head or his 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 County 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 the following information regarding employees covered by this Agreement:

- A. A list of employees' names;

- B. A copy of all resolutions regarding personnel changes;
- C. A copy of the computer printout of employee deductions for Union dues that is currently sent monthly to Albany. This information is to be provided by the Schuyler County Human Resources Director or designee.

### **ARTICLE III**

#### **PROBATIONARY PERIOD**

Absence from work for any reason shall not be included in calculating an employee's probationary period. Except as herein otherwise provided, every permanent appointment from an open competitive list and every original appointment to a position in the non-competitive, exempt or labor class shall be for a probationary term as established by the local Civil Service Rules and Regulations. 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 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. Implementation of Lag Pay

Upon hire, all employees shall be placed in the one-week "lag" in pay system and will not receive his first week's pay for two (2) or three (3) weeks, dependent upon the date of hiring within a pay period.

#### 2. Travel Mileage

Authorized travel mileage shall be paid at the rate of twenty-nine cents (\$.29) per mile.

#### 3. 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 based upon the employee's total number of full years of continuous full-time employment by the Employer commencing from his date of such employment to his respective longevity anniversary date. A longevity credit shall be paid commencing January 1 of the year in which an employee becomes eligible for the credit, commencing with an employee having five (5) years employment and continuing with one (1) additional longevity credit for each additional five (5) years of employment in accordance with the following schedule:

(1) First Five (5) Years	.25 an hour
(2) Second Five (5) Years	.25 an hour
(3) Third Five (5) Years	.25 an hour
(4) Fourth Five (5) Years	.25 an hour
(5) Fifth Five (5) Years	.25 an hour
(6) Sixth Five (5) Years	.30 an hour
(7) Seventh Five (5) Years	.30 an hour

#### 4. 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.

B. Call Out Overtime

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 at least three (3) hours regardless of the number of regular hours worked by such employee on the call out, his scheduled work day or work week.

"Call Out" shall mean that situation where an hourly highway employee is given written or verbal notice by his department head or other supervisor after said employee leaves his 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.

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 2006, 2007, 2008 and 2009, providing wage increases of 5%, 4%, 3.75% and 3%.

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 5(A), above.

C. All longevities are in addition to the above rates.

D. Any employee promoted during the term of this Agreement shall be placed on the step of the new salary grade that will guarantee the employee one increment of the new grade, or at the start rate, whichever is greater and will move through the salary steps on January First of each year.

## 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) hour's 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 normal rate for all hours worked during the twenty-four hour holiday period (midnight to midnight). (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, Section 4.B. 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. 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.

## 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 County 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 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 one-half day. Request and approval of one-half day vacation time to be had not less than twenty-four (24) hours prior to the vacation commencement.
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 death, retirement or termination of services to a maximum of 30 days.
9. During the month of November, an 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 County, 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 with an unpaid one-half (1/2) hour lunch period.

## **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 week days 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.

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. Vacation, 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.

## **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. It is expressly understood and agreed by the parties that the grievance procedure provided for in this Agreement does not apply to and is not intended as a substitute or an alternative for any

action permitted by or required of the Employer under any article of the State or local Civil Service Law or Rules. In proceedings under Section 75 of the Civil Service Law, the County shall appoint the Hearing Officer for the first proceeding, and thereafter as long as he is mutually acceptable to the parties. If at any time after the first proceedings the Hearing Officer is not mutually acceptable, then a Hearing Officer shall be selected as provided in Step 3 below, by alternately striking names from a list of arbitrators obtained from the New York State Public Employment Relations Board. 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

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

#### Step 2

The aggrieved employee shall submit his signed written grievance to the County Administrator within five (5) working days from the date of the initial discussion of the grievance with the Highway Superintendent or his designee. Within ten (10) working days after he receives the written grievance, the County Administrator will convene a meeting between the aggrieved employee, his 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 three (3) working days following the date the meeting occurred the Employer will deliver to the aggrieved employee and his 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 designee within five (5) working days of receipt of the Step 2 decision. The aggrieved party shall forthwith request that the New York State Public Employment Relations Board 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 American Arbitration Association.

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 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.

## **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 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 work days, 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 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 number of accumulated, unused sick leave by his 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 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 designee, the Department Head or his designee and the Personnel Officer or his 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.

### **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 and sister or step-brother or sister, the employee shall receive leave with pay, at the employee's regular daily rate, for a maximum of three (3) days.

2. In the event of death of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or grandchild, daughter-in-law, son-in-law, 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, in his 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 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 granted in full day segments; provided, however, that a department head may grant personal leave in not less than one (1) hour segments upon specific request therefor by the employee. 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.

## **ARTICLE XVII**

### **HEALTH INSURANCE**

1. All employees with family coverage or desiring family coverage shall enroll in the Employer's Health Insurance Plan. All employees who currently have single coverage under the Empire Plan shall remain under such plan. Employees who newly enroll in single coverage during the term of this agreement must enroll under the Employer's Plan. The Employer's Health Insurance Plan shall include health benefits as provided through Blue Cross/Blue Shield of Central New York, dental benefits as provided through the GHI Preferred Plan, and vision benefits as provided through the Employer's self-funded vision plan.

2. All employees are eligible for the Employer's Dental Plan, and employees and retirees shall be responsible for the following deductibles:

Effective 1/1/2006	\$25.00
Effective 1/1/2007	\$40.00
Effective 1/1/2008	\$45.00
Effective 1/1/2009	\$45.00

Such first dollar payments shall be in addition to any charges not covered by the plan's fee schedule. There will be a maximum annual plan payment per family member of one thousand five hundred dollars (\$1,500.00) with the exception of orthodontic treatment, which shall remain at current reimbursement levels. It is understood that if an Agreement with the Administrative Unit CSEA increases the maximum annual plan payment, that the Highway Unit CSEA maximum annual plan payment will increase accordingly.

3. Effective January 1, 2006, bargaining unit members will contribute 13% of the cost of health, dental and vision premiums (or premium equivalent) paid by the Employer. Effective January 1, 2007, such contribution shall increase to 14% of the cost and shall remain at 14% for the year 2008. Effective January 1, 2009, such contribution shall increase to 15% of the cost. Such contribution shall be paid on an equal basis during each pay period throughout the calendar year.

4. The Employer has instituted Bestflex Flexible Spending Program, which will be in effect during the life of this Agreement 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 County Personnel Department. Participation in the dependent care and non-covered health expense portion of the program shall be voluntary.

5. 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 his or her spouse shall only be eligible to receive benefits from one family health and dental insurance plan.

6. The Employer's Health Insurance Plan will include the following provisions:  
Drug Co-Pay: \$5/\$15/\$30 for generic/preferred/non-preferred prescription drugs purchased retail or by mail order. For prescription drugs purchased by mail order, one (1) co-pay as listed above applies for the 90-day prescription.

The County and the Union agree that the health insurance plan administrator shall be responsible for development and maintenance of the Three Tier Prescription drug list. The County and the Union further agree to the implementation of the Excellus BC/BS Generic Advantage Program and the ½ Tablet Incentive Program. The County and the Union also agree to allow opportunities during the term of this Agreement for future discussions regarding the potential of utilizing an alternative prescription drug plan, such as CanaRx.

Office Co-Pay: \$5.00 per visit on all office visits to all health care providers within the network.

The major medical deductibles shall be:

\$100 per person - \$300 per family.

Alcohol and substance abuse inpatient stays will be limited to two (2) 28-day stays.

7. The Employer's Plan shall also include the provisions for a Managed Care Program that will consist of hospital pre-certification, large case management, mandatory ambulatory surgery and managed recovery for drug and alcohol treatment. Such provisions shall include a managed-care psychiatric program, requiring pre-certification prior to hospitalization.

8. The benefits for mental health care (out-patient) shall also include provisions for day treatment as follows: Paid in full for care in a certified day or night treatment program of acute general or public hospital in lieu of hospitalization. Treatment must exceed three (3) hours per visit.

9. Failure to comply with the pre-certification review requirements will result in the following benefit reductions: In the event subscribers do not call to certify their hospital confinements, the hospital benefit will be reduced by two hundred fifty dollars (\$250.00). Only one (1) Managed Care benefit reduction will be applied per hospital confinement. If subscribers do not comply with these requirements, their benefits reductions will be applied to either hospital or physician charges, but not both.

10. 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 Union shall negotiate and reach an agreement before any change in coverage is made.

11. During the term of this Agreement, upon written request of either party, the parties shall reopen negotiations for the sole purpose of agreeing upon modifications to the health and dental insurance benefits, and the relative level of Employer and employee contributions, provided under this Agreement.

12. An eligible employee may decline the health, dental and vision coverage provided in this Article XVII, and instead elect to receive payment of One Thousand Dollars (\$1,000) for each full calendar year that he or she declines family coverage, or Five Hundred Dollars (\$500) 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.

13. 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 years of service	Employee 50%, Spouse 35%
Employees with 26-30 years of service	Employee 60%, Spouse 35%
Employees with 31-35 years of service	Employee 65%, Spouse 35%
Employees with 36+ 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.

## **ARTICLE XVIII**

### **DISABILITY INSURANCE**

Disability insurance coverage shall be provided each employee at the sole expense of the Employer. Disability insurance will not be utilized until an employee has utilized his own accruals and the sick leave bank, except for vacation accruals. The employee may use vacation accruals first at his option.

Under the statutory requirements of the Disability Benefits Law, an employee must serve a one-week waiting period before the payment of disability benefits commences. No benefits are payable while an employee is receiving sick pay. Once sick leave is exhausted, the employee is entitled to receive full payment of disability benefits, up to the twenty-six week statutory maximum. The employer is not entitled to reimbursement for the advance payment of benefits unless the

employee receives credit for the portion of the sick leave payment which was intended as the disability benefits payment. During the payment of vacation leave, however, the employee is entitled to the full payment of disability benefits. The employer would have no right to request reimbursement.

**ARTICLE XIX**

**CLOTHING AND EQUIPMENT**

1. At the discretion of the County Highway Superintendent, boots, rain suits and Carhartts (or their equivalent) 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 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:

2006	\$200
2007	\$220
2008	\$242
2009	\$266

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.

**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 Model Layoff Rules, as promulgated by the Personnel Officer, in the event of layoff of hourly paid highway employees, no new men shall be hired until all such men 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 County and CSEA to have a drug-free work environment. Accordingly, the County has adopted the drug & alcohol Testing Policy in accordance with the FHWA regulations for fulltime Highway Department employees who possess Commercial Drivers Licenses (CDL's).

Effective January 1, 2006 this Agreement expands that policy to require all fulltime, part-time, temporary & seasonal employees to be covered by the provisions of those regulations and County policy.

To assure compliance with the FHWA-CDL Regulations, the County 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 fulltime

or part-time non-CDL employees.

### **ARTICLE XXIII**

#### **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 XXIV**

#### **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 XXV**

#### **DURATION**

The duration of the successor collective bargaining agreement shall be from January 1, 2006 through December 31, 2009, 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 XXVI**

**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 28th day of December, 2006 .

FOR THE CIVIL SERVICE EMPLOYEES ASSOCIATION

FOR THE COUNTY OF SCHUYLER:

(HIGHWAY UNIT):

/s/ Stephanie Engster  
Stephanie Engster  
Labor Relations Specialist

1/19/06  
Date

/s/ Thomas Gifford                      12/28/05  
Thomas Gifford                              Date  
Chairman  
Schuyler County Legislature

/s/ Paul Beebe  
Paul Beebe, President

1/24/06  
Date

/s/ Thomas Kessler  
Thomas Kessler

1/24/06  
Date

/s/ William Osborne  
William Osborne

1/24/06  
Date