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Schuyler, County Of And Csea Local
849 (Co Administrative Unit)

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AGREEMENT

BETWEEN

THE COUNTY OF SCHUYLER

AND

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

FOR THE PERIOD

JANUARY 1, 1997 THROUGH DECEMBER 31, 1999

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
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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**

FOR THE PERIOD

JANUARY 1, 1997 THROUGH DECEMBER 31, 1999

This Agreement, effective the first day of January, 1997 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, 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 and Sr. 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

The Employer and the Association agree not to discriminate against employees on the basis of sex, age, color, creed or national origins, either in employment or membership.

4. Definition of "Temporary" and "Seasonal"

For the purposes of this Agreement, "Temporary" and "Seasonal" employees shall be defined as an employee hired for any number of hours of work per week, but whose total employment period will not exceed six (6) calendar months. Employees hired as a "temporary" for a period of six (6) months in any calendar year shall not be brought back as a "seasonal" for an additional six (6) months within that same year. This also applies for a "seasonal" employee going to a "temporary" position. "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.

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 Chairman of the County Legislature 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 in accordance with current practice, 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 notification to his Department Head or his designee, time off under these conditions shall not be reasonably 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 Chairman of the County Legislature 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 and the departments in which they are employed;
- 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 Personnel Director or Director's designee.

ARTICLE III

PROBATIONARY PERIOD

1. 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 of not less than eight (8) or more than twenty-six (26) weeks. Probationary employees may be discharged in the sole discretion of the Employer and without recourse to this Agreement.

2. Employees defined as temporary by Civil Service Law and Rules and not as "Temporary" as defined in the Agreement shall be covered by this Article, but this Article shall not be interpreted as affecting in any way a decision of the Employer to continue or terminate such an employee, but rather the Civil Service Law and Rules shall apply to all such decisions, unless the Employer's decision was to terminate such an employee prior to the completion of his probationary period as defined in this Article.

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-five cents (\$.25) 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	.20 an hour
(2) Second Five (5) Years	.20 an hour
(3) Third Five (5) Years	.20 an hour
(4) Fourth Five (5) Years	.20 an hour
(5) Fifth Five (5) Years	.20 an hour
(6) Sixth Five (5) Years	.25 an hour
(7) Seventh Five (5) Years	.25 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 following schedule of hourly base wages for all full-time hourly highway employees is adopted for the years 1997, 1998 and 1999, providing general hourly wage increases of \$.35, \$.35 and \$.45:

Title	Start	1997				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
General Foreman	10.65	10.91	11.17	11.43	11.69	11.96
Auto. Mechanic Foreman	10.65	10.91	11.17	11.43	11.69	11.96
Labor Foreman	10.43	10.69	10.95	11.21	11.47	11.72
Automotive Mechanic	9.93	10.18	10.43	10.68	10.92	11.16
Auto. Mechanic Helper	9.82	10.07	10.32	10.57	10.82	11.07
Heavy Equipment Operator	9.82	10.07	10.32	10.57	10.82	11.07

1997 Continued

<u>Title</u>	<u>Start</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Highway Sign Maker	9.82	10.07	10.32	10.57	10.82	11.07
Motor Equipment Operator	9.71	9.95	10.19	10.43	10.67	10.92
Laborer	9.49	9.73	9.97	10.21	10.45	10.68

1998

<u>Title</u>	<u>Start</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
General Foreman	11.00	11.26	11.52	11.78	12.04	12.31
Auto. Mechanic Foreman	11.00	11.26	11.52	11.78	12.04	12.31
Labor Foreman	10.78	11.04	11.30	11.56	11.82	12.07
Automotive Mechanic	10.28	10.53	10.78	11.03	11.27	11.51
Auto. Mechanic Helper	10.17	10.42	10.67	10.92	11.17	11.42
Heavy Equipment Operator	10.17	10.42	10.67	10.92	11.17	11.42
Highway Sign Maker	10.17	10.42	10.67	10.92	11.17	11.42
Motor Equipment Operator	10.06	10.30	10.54	10.78	11.02	11.27
Laborer	9.84	10.08	10.32	10.56	10.80	11.03

1999

<u>Title</u>	<u>Start</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
General Foreman	11.45	11.71	11.97	12.23	12.49	12.76
Auto. Mechanic Foreman	11.45	11.71	11.97	12.23	12.49	12.76
Labor Foreman	11.23	11.49	11.75	12.01	12.27	12.52
Automotive Mechanic	10.73	10.98	11.23	11.48	11.72	11.96
Auto. Mechanic Helper	10.62	10.87	11.12	11.37	11.62	11.87
Heavy Equipment Operator	10.62	10.87	11.12	11.37	11.62	11.87
Highway Sign Maker	10.62	10.87	11.12	11.37	11.62	11.87
Motor Equipment Operator	10.51	10.75	10.99	11.23	11.47	11.72
Laborer	10.29	10.53	10.77	11.01	11.25	11.48

B. All current employees shall be placed on step five (5) as of January 1, 1994 and shall move to the new step five (5) each January First thereafter. New employees shall be hired at start rate and will move up one (1) step each January First following their initial hire.

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 move to the new salary grade that will guarantee him 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.

E. During the term of this agreement, Seasonal and Part-Time Laborers shall be paid \$7.00 per hour.

ARTICLE VI

HOLIDAYS

1. The following days shall be designated paid holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Labor Day
Memorial Day
Fourth of July

Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

2. Each 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.

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 May 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 240 hours.

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 May 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 1/2 hour lunch period.
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, Mr. Rocco Fragola shall be 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 Mr. Fragola

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 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 Chairman of the County Legislature 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 Chairman will convene a meeting between the aggrieved employee, his Association representative and the Chairman of the County Legislature 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 Chairman of the County Legislature 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 hundred eighty (180) working days of paid sick leave to be applied toward time off due to illness or injury. Such leave shall be reduced by one day or fraction of a day actually taken for sick leave purposes.
2. Each employee will be credited with one (1) day of sick leave during each month his total credited sick leave is less than one hundred eighty (180) days, 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 hundred eighty (180) working days 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 two (2) 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. Sick leave used by an employee during a period of disability for which an award of compensation has been made and credited to the County as reimbursement for wages paid, shall be restored to the employee to the extent of the value received by the County.

9. 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.

10. Any employee with twenty (20) or more years service with the Employer and who requires 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.

11. 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 Director of 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

FUNERAL 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, brother and sister, the employee shall be excused from work at his request to attend

the funeral and shall be paid on a daily rate basis for all time lost on the day before, day of and day following the funeral, provided that all of those days were regularly scheduled work days of the employee.

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 be excused from work at his request to attend the funeral and shall be paid on a daily rate basis for the day of the funeral, provided the employee was regularly scheduled to work on the day of the funeral.

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 X.

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 current Chemung County GHI Health Insurance Plan. All employees with single coverage under the Empire Plan shall remain under such plan, and all employees with single coverage under the GHI Plan have the option of remaining under the GHI Plan or changing to the Empire Plan. Employees who newly enroll in single coverage during the term of this agreement can enroll under the Empire Plan or the GHI Plan.
2. All employees are eligible for the current GHI Dental Plan or the Chemung County Health Insurance Plan for enhanced dental coverage (Preferred Plan) at the Employer's cost, except employees and retirees shall be responsible for carrying the first twenty-five dollars (\$25.00) of the plan's fee schedule to the provider, for a maximum calendar deductible of twenty-five dollars (\$25.00).
3. Commencing January 1, 1997, employees shall contribute twenty dollars (\$20.00) per pay period for coverage. Effective January 1, 1998, employees shall contribute twenty-two dollars (\$22.00) per pay period and effective January 1, 1999, employees shall contribute twenty-four dollars (\$24.00) per pay period for coverage.
4. The County will institute a "125 Plan" during the life of this Agreement which includes provisions for health premium conversion, non-covered health expenses with contribution limits from five hundred dollars (\$500.00) to two thousand dollars (\$2,000.00) 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.
6. The GHI Chemung County Plan will include the following provisions:
 - Drug Co-Pay: \$2.00 for generic brands and \$10.00 for Legend brands in person or by mail order.
 - Office Co-Pay: \$5.00 per visit on all office visits to all health care providers.The major medical deductibles shall be:
 - \$100 per person - \$300 per family for employees with base salaries under \$25,000 per year.
 - \$200 per person - \$400 per family for employees with base salaries in excess of \$25,000 per year.
 - Alcohol and substance abuse inpatient stays will be limited to two (2) 28-day stays.
7. The County'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 parties agree that during the life of this Agreement that the Agreement may be re-opened for the purpose of negotiating a change from the current optical coverage to the CSEA Employee Benefit Fund coverage known as Platinum-12. The Agreement may be re-opened at the request of the Union for this purpose and this purpose only.

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.

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 be annually allowed \$110.00 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 defrayed by the employee by prorated payroll deduction. Employees not renting uniforms shall be paid up to the annual allowance of \$110 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.

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 Schuyler County Civil Service Commission, 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(1) 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

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 XXIII

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 XXIV

DURATION

This Agreement shall become effective January 1, 1997 and shall continue in full force and effect until midnight, December 31, 1999.

ARTICLE XXV

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 th day of , 1997.

**SCHUYLER COUNTY HIGHWAY DEPARTMENT UNIT
LOCAL 849 CIVIL SERVICE EMPLOYEES ASSOCIATION**

/s/ John W. Rekczis

John W. Rekczis, President
Local 849 AFSCME, CSEA Local 1000, Schuyler County Highway Unit

/s/ William H. Osborne, Jr.

William H. Osborne, Jr.

/s/ Paul S. Beebe

Paul S. Beebe

/s/ Joseph J. Maratea

Joseph J. Maratea, Labor Relations Specialist
CSEA, Inc., Local 1000, AFSCME, AFL-CIO

COUNTY OF SCHUYLER

/s/ Barbara J. Halpin

Barbara J. Halpin, Legislative Chairman

/s/ Gail M. Willis

Gail M. Willis, Legislative Clerk

SCHUYLER COUNTY LEGISLATURE

Barbara J. Halpin
Chairman

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Fax: (607) 535-8109

Gail M. Willis, Clerk/Co. Auditor
Stacy B. Husted, Deputy Clerk
Robin D. Thuman, Personal Secretary



"An Equal Opportunity -
Affirmative Action Employer"

DISTRICT I
Angeline D. Franzese
Charles E. Young

DISTRICT II
Patricia L. Hastings
Robert E. Burnside
Ernest E. Thurston

DISTRICT III
Robert J. Fitzsimmons
Barbara J. Halpin
Sidney B. Compton

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SCHUYLER AND THE
SCHUYLER COUNTY CSEA LOCAL 1000 HIGHWAY UNIT**

This Memorandum of Understanding sets forth the parties agreement to change Article V, Section 2, as follows:

2. Travel Mileage

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

It is agreed and understood that this Memorandum of Understanding shall be effective January 1, 1997 and terminating December 31, 1999.

COUNTY OF SCHUYLER

CSEA LOCAL 1000, AFSCME, AFL-CIO

/s/ Barbara J. Halpin
Barbara J. Halpin, Chairman

/s/ Joseph J. Maratea
Joseph J. Maratea, Labor Relations Specialist

Date: July 15, 1997

Date: July 8, 1997