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AGREEMENT

BETWEEN

THE COUNTY OF SCHUYLER

AND

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

UNIT OF LOCAL 849, UNIT #8600, AFSCME, CSEA LOCAL 1000

FOR

THE SCHUYLER COUNTY ADMINISTRATIVE UNIT

FOR THE PERIOD

JANUARY 1, 2007 TO DECEMBER 31, 2010

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT

BETWEEN

THE COUNTY OF SCHUYLER

AND

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

FOR

THE SCHUYLER COUNTY ADMINISTRATIVE UNIT

FOR THE PERIOD

JANUARY 1, 2007 TO DECEMBER 31, 2010

This Agreement, effective the first day of January, 2007 by and between the County of Schuyler, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and being a political subdivision thereof with post office address Watkins Glen, New York (hereinafter called "Employer") and the Civil Service Employees Association, inc., Local 1000 AFSCME, AFL-CIO, for the Schuyler County Administrative Unit of Local 849, an organization organized for the benefit of the employees of the County of Schuyler with address 143 Washington Avenue, Albany, New York, (hereinafter called "Association").

ARTICLE I RECOGNITION

1. Bargaining Unit

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

2. Obligations of the Association

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

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

4. For the purposes of this Agreement:

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

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

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

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

A. Longevity Credit

B. Health Insurance

C. The Vacation Benefits and the Leaves provided herein.

D. Article V, Section 4.A "...any work done on the sixth and seventh day of the workweek shall be paid, or compensatory time granted, at the Employer's option, at time and one-half."

ARTICLE II
ASSOCIATION SECURITY

1. Dues and Agency Shop Deduction

A. Although it is agreed that Association membership is not a mandatory condition of employment for any employee covered by this Agreement, employees who are Association members shall pay to the Association those dues regularly charged Association members in good standing. Non-members shall pay a service fee in an amount not to exceed the Association dues for the purpose of administering the provision of this Agreement.

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

C. The Association shall indemnify the Employer and any representatives of it and hold the Employer and any 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 provisions 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.

D. 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

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

B. Association may designate 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.

C. The President of the Employees unit, or 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 (in the absence of the County Administrator, the Chairman of the County Legislature) before posting.

5. Insurance Program

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

6. Field Representative

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

7. Present Benefits

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

8. Employee Information

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

**ARTICLE III
PROBATIONARY PERIOD**

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

**ARTICLE IV
MANAGEMENT RIGHTS**

1. The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for cause; to hire, lay off, assign, transfer, promote and determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.
2. The above rights of the Employer are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent to the Employer. Any and all of the rights, powers and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

**ARTICLE V
WAGES, SALARY & OTHER COMPENSATION**

1. Grades, Classifications and Starting Hourly Wages of Employees

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

2. Travel Mileage

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

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

3. Longevity Credit

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

through and including the thirty-fifth year of employment.

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

4. Overtime

A. The first five (5) hours of work beyond the thirty-five (35) hour work week shall be paid at the employee's regular rate of pay or treated as compensatory time off at the employee's regular rate of pay, at the Employer's option. Any work done on the sixth and seventh day of the workweek shall be paid, or compensatory time granted, at the Employer's option, at time and one-half. All hours (except Disability, Worker's Compensation and Standby) beyond forty (40) hours in any week shall be paid or treated as compensatory time off at time and one-half, at the Employer's option. An employee must request the use of accumulated compensatory time. Any unused and accumulated compensatory time remaining at the end of the calendar year shall be paid at the employee's regular rate of pay. Compensatory time shall not be carried forward from one calendar year to the next.

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

5. Wage Increases

A. 2007 Wages. As soon as practical following ratification of this Agreement, the current starting wage rates and current wage rates for bargaining unit employees (employed by the Employer on the date of ratification) shall be increased by 3.75%, and such wage increase shall be retroactive to January 1, 2007.

B. 2008 Wages. The starting wage rates and wage rates for bargaining unit employees shall be increased by 3.9%, and such increase shall be effective January 1, 2008.

C. 2009 Wages. The starting wage rates and wage rates for bargaining unit employees shall be increased by 4.5%, and such increase shall be effective January 1, 2009.

D. 2010 Wages. The starting wage rates and wage rates for bargaining unit employees shall be increased by 3.75%, and such increase shall be effective January 1, 2010.

E. Longevity will be paid in accordance with Paragraph 3 of this article.

6. Promotions

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

Their current salary, plus:

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

- or -

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

7. Standby Pay

A. Nurses, Mental Health, and Social Services employees required to be on standby will be paid as follows:

	<u>Effective 1/1/07</u>
Per Day on Weekends and Holidays	\$60
Per Weeknight	\$20

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

8. Pay for Accumulated Leave at Termination

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

9. Emergency Shutdown

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

10. Degree Credit

Effective January 1, 2007, the base salary of an employee who receives a Master's Degree related to his/her field of employment from an accredited graduate school during the term of this Agreement, shall be increased by the sum of Five Hundred Dollars (\$500.00) upon the Civil Service Office's receipt of a certified transcript or other proof, which shall be in a form acceptable to the Civil Service Office. Department Administrators shall complete a MSD-426A form (pink slip), attach a copy of the transcript and submit the same to the Civil Service Office for processing.

**ARTICLE VI
HOLIDAYS**

1. The following days shall be designated paid holidays:

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

2. Employees must work, or be on approved paid leave, on the workday before and after a holiday to receive holiday pay. Sick Leave may be considered approved paid leave only if accompanied by a doctor's excuse.

3. When a holiday falls on Saturday, the preceding Friday will be observed. When a holiday falls on Sunday, the following Monday will be observed.
4. **Holiday Pay:** In the event an employee is required to work on any holiday or day designated as a holiday above, the employee shall receive either time and one-half in pay or in compensatory time, at the Employer's option, for all hours worked. Such holiday compensation shall be in addition to the regular holiday pay.
5. After the successful completion of six (6) months of service, excluding absence from work for any reason, an employee shall be credited with the floating holiday.
6. Employees working four (4) ten-hour days per week shall be paid for ten hours on day's designated paid holidays.
7. Effective upon execution of this Agreement, Part Time employees shall be eligible to receive holiday pay (subject to the conditions set forth in this Article) for those holidays that fall on a Part Time employee's regularly scheduled workdays. The amount of such Part Time employee's holiday pay shall be equal to the employee's hourly wage rate multiplied by the number of regularly scheduled working hours that the employee would have worked but for the holiday.

ARTICLE VII VACATIONS

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

1. After the successful completion of six (6) months of service, excluding absence from work for any reason, an employee who normally works a 35 hour week shall be credited with twenty-one (21) hours of vacation time and an employee who normally works a 40-hour workweek shall be credited with twenty-four (24) hours of vacation time.
2. After the successful completion of six (6) months of service, employees will accrue vacation time according to the following schedule:
 - A. **For employees who work a 35-hour workweek:**
After six (6) months of employment through the fifth (5) year of continuous employment, 5.84 hours per month. After five (5) years continuous employment through fifteen (15) years of continuous employment, 8.75 hours per month. After fifteen (15) years of continuous employment, 10.5 hours per month.
 - B. **For employees who work a 40-hour workweek:**
After six (6) months of employment through the fifth (5) year of continuous employment, 6.67 hours per month. After five (5) years continuous employment through fifteen (15) years of continuous employment, 10.0 hours per month. After fifteen (15) years of continuous employment, 12.0 hours per month.
3. The maximum accumulation of vacation time shall be 280 hours for employees who normally work a 35-hour workweek and 320 hours for employees who normally work a 40-hour workweek.
4. An employee, to be eligible for vacation, must have worked ninety (90%) percent 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 with the prior approval of the employee's department head may be taken in minimum segments of one (1) hour. Request and approval of one (1) hour use of vacation time to be had not less than twenty-four (24) hours prior to the vacation commencement.
7. The value of accumulated and unused vacation time of an employee shall be paid upon his death, retirement or termination of services, to a maximum of 280 hours for employees who work a 35 hour work week and 320 hours for employees who work a 40 hour work week.

ARTICLE VIII WORKWEEK

1. The regular workweek for Full Time employees shall be in the case of the various departments covered by this Agreement as follows:
 - A. Buildings and Grounds employees, Highway Clerical employees and Mobile Work Crew Supervisor: forty (40) hours a week, with a one-half (1/2) hour lunch period which is unpaid.
 - B. All other Full Time employees: thirty-five (35) hours a week with a one (1) hour lunch period which is unpaid.
2. Payday will be one week after the end of each pay period. The County will deposit an employee's pay in any one of the banks or credit unions in Schuylar County upon request to do so by the employee if automatic deposit is offered by the bank or credit union.
3. Department Heads are encouraged to consider work practices, in accordance with NYS Department of Labor Law requirements for meal periods and consistent with department operations, which allow flexibility in employee work hours.
4. The attached Letter Agreement regarding the break policy in the Buildings and Grounds Department shall continue to be in full force and effect for the term of this Agreement.
5. Forty-Hour Work Week. The Employer may solicit volunteers to work a forty-hour workweek by posting a sign-up sheet in the respective department. The Employer has the sole discretion to identify positions and/or departments in which a forty-hour workweek is appropriate, at which time the Unit President shall be notified. The Employer shall not utilize this provision to replace thirty-five (35) hour bargaining unit positions. The Unit President shall receive a copy of the posting once it is complete with all signatures and prior to the implementation of the respective forty-hour work week. The Employer may not identify more than 50% of the workforce in any department for forty-hour work week positions. In the event that the number of volunteers exceeds the number of identified positions, employees shall be selected on the basis of seniority within the County based upon time in the position. An employee who volunteers for such an assignment must work the forty-hour per week schedule for a minimum of twelve months unless the criteria for the work week has changed, at which time the twelve months shall be reduced upon mutual agreement with the employer and the employee.

ARTICLE IX GRIEVANCES

1. For the purpose of this Agreement a grievance shall be defined as a dispute or controversy between an individual employee covered by this Agreement and the Employer arising out of the application or interpretation of this Agreement; or a grievance as defined by Section 682, Subsection 4 of Article 15c of the General Municipal Law.
2. The inclusion in this Article of grievances as defined by Article 15c, Section 682, Subsection 4 of the General Municipal Law is intended to substitute the grievance procedure of this Agreement for the grievance procedure which the Employer previously adopted under the terms of Article 15c of the General Municipal Law and which is required by said law, and upon the effective date of this Agreement the grievance procedure in this Agreement shall be the only such procedure available to employees covered by this Agreement.
3. In proceedings under Section 75 of the Civil Service Law, the County and CSEA agree to create and utilize a list of mutually accepted hearing officers on a rotation basis to hear and issue advisory determinations. The cost of such Hearing Officer shall be shared equally between the parties.
4. The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedure:

Step 1

The grievance shall be presented orally by the aggrieved employee to his immediate supervisor 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 immediate supervisor does not result in resolution of the grievance, then the aggrieved employee shall immediately contact his Association representative to assist in the remainder of the grievance process who will then notify the respective department head or designee of the investigation of a possible grievance.

Step 2

The aggrieved employee shall submit his signed written grievance to the next level of supervision within his department or branch of government within twenty (20) working days from the date of the initial discussion of the grievance with his immediate supervisor.

If the level of supervision described above is the Chairman of the County Legislature (or the Chairman's designee), Step 2 and Step 3 below shall be combined. After receipt of a written grievance at this step, the supervisor receiving the grievance shall convene a meeting within ten (10) working days of the date the supervisor receiving the grievance shall convene a meeting within ten (10) working days of the date the written grievance was received by him between the aggrieved employee, his Association representative and the supervisor or other representatives of the Employer for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, then not later than ten (10) working days following the date the meeting occurred the Employer will deliver to the aggrieved employee and his Association representative its decision on the grievance in writing. If that decision is unacceptable to the employee, then within five (5) working days,

Step 3

The aggrieved employee may then submit his grievance to the County Administrator (in the absence of the County Administrator, the Chairman of the County Legislature), who within ten (10) working days after he receives the written grievance, will convene a meeting between the aggrieved employee, his Association

representative and other representatives of the Employer for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, then not later than ten (10) working days following the date the meeting occurred the Employer will deliver to the aggrieved employee and his Association representative its decision 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 4

The County and CSEA agree to create and utilize a list of mutually accepted hearing officers on a rotation basis to hear and issue advisory determinations. The cost of such Hearing Officer shall be shared equally between the parties.

Step 5

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

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

ARTICLE X SICK LEAVE

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

2. Each employee will be credited with one day of sick leave during each month his total credited sick leave is less than one hundred sixty-five (165) 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 sixty-five (165) 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, spouse and or parents and spouse's parents, and for medical/dental appointments. Sick leave may be utilized in one-quarter (1/4) hour segments.

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

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

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

8. Any employee with 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 premiums 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, the 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.

9. The Sick Leave bank shall be administered by the CSEA Unit President or designee. Requests for days from the bank shall be approved by the CSEA sick bank representatives, the respective Department Head or his designee and a representative from the Human Resources Department. All employees will be required to contribute two (2) sick days from their accumulated total to the sick leave bank to enroll at open enrollment. Thereafter employees who wish to remain in the bank must contribute one (1) sick leave day annually (prior to December 31st of each year) to the Bank. Failure to contribute will result in the removal of the employee from the bank. Any lapse in enrollment into the bank in excess of twelve (12) months will require the employee to contribute two (2) sick days from the accumulated sick leave days. A complete accounting of sick bank status will be provided to the Human Resources Department on a quarterly basis. Any changes to the current guidelines established by the Sick Bank Committee and effective 9/1/06 shall be discussed and agreed upon by labor and management at a Labor Management meeting.

ARTICLE XI 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, children or step-children, brother and sister or step-brother and sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent or grandchild, the employee shall receive leave with pay, at the employee's regular daily rate, for a maximum of three (3) days.

2. In the event of death of the employee's aunt or uncle, the employee shall receive leave with pay, at the employee's regular daily rate, for a maximum of one (1) day.

3. If an employee needs to take additional time for bereavement he or she may do so with the prior approval of the employee's Department Head or designee, and may use other accumulated leave time or take unpaid leave for the additional time approved.

ARTICLE XII MILITARY LEAVE

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

ARTICLE XIII LEAVE OF ABSENCE

1. A request for a leave of absence shall be made in writing to the employee's department head at least thirty (30) days prior to the effective date thereof, except in the case of medical emergency or change/transfer in job position. In the case of an employee seeking a leave of absence due to change or transfer in job position, only two (2) weeks notice is required. The request must contain the reason for the leave. The department head may, in his discretion, grant such a leave of absence without pay for a period of up to four months. In situations falling under Sections 71 and 72 of the Civil Service Law, the four-month limitation shall be extended to one (1) year. Upon written application by any employee on leave of absence, the department head may, in his discretion, renew such leave for a further period of time. An employee granted a leave will be allowed to use his accrued vacation and compensatory time credits during any non-disability period of his leave.

2. The County may require that any employee requesting leave under the terms of the County's Policy on the Family and Medical Leave Act of 1993 utilize accrued, paid time off before any non-paid time off shall be utilized. If the leave time requested is for personal or family sickness, then only sick leave may be required to be used. If the leave time requested is for reasons other than sickness, then only leaves other than sick leave may be required to be utilized prior to the onset of the unpaid leave.

3. Adoption Leave: Where the employer is satisfied that the Agency involved properly requires it, an employee who is adopting a child five (5) years of age or younger will be granted a leave of absence for a period not to exceed six (6) months.

ARTICLE XIV PERSONAL LEAVE

1. After the successful completion of six (6) months of service, excluding absence from work for any reason, each employee shall be entitled to take up to three (3) paid personal leave days each of the twelve (12) month periods beginning January 1 of each year; personal leave not used in a calendar year shall be added to accumulated sick leave, subject to the provisions of Article X. Cash will not be paid in lieu of personal leave use during, or at termination of employment.

2. Personal leave shall be granted in one (1) hour segments. Time off should be approved by the employee's Department Head or designee at least twenty-four (24) hours prior to the time the leave begins whenever possible; however, personal leave may be taken with less than twenty-four (24) hours advance notice with approval of the employee's Department Head or designee.

**ARTICLE XV
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 may 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 carrying the first forty-five dollars (\$45.00). There will be a maximum annual plan payment per member of one thousand five hundred dollars (\$1,500.00) with the exception of orthodontic treatment, which shall remain at current reimbursement levels.

3. Effective January 1, 2007, bargaining unit employees will contribute a percentage of the annual premium towards the cost of participation in the County Health, Dental and Vision Insurance plans (or premium equivalent) paid by the Employer in accordance with the scheduled herein:

1/1/07	14% up to a maximum of \$3,000 for Family plan, or \$1,500 for Individual plan.
1/1/08	14% up to a maximum of \$3,000 for Family plan, or \$1,500 for Individual plan.
1/1/09	15% up to a maximum of \$3,000 for Family plan, or \$1,500 for Individual plan.
1/1/10	15% up to a maximum of \$3,000 for Family plan, or \$1,500 for Individual plan.

If no successor collective bargaining agreement is in place at the expiration of this Agreement, then the amount of the employee contribution shall be frozen at the applicable dollar amount in effect on December 31, 2010. In addition, the Association and the Employer agree to retain the current level of health and dental insurance benefits provided to bargaining unit members.

4. The Employer has instituted a 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 Human Resources 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. Such provision shall not exclude an employee from the benefits of Article XV, Section 12 of the Collective Bargaining Agreement.

6. The Employer's Health Insurance Plan will include the following provisions:

Effective April 1, 2007, 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: \$.50 per visit on all office visits to all health care providers within the network.

There are no major medical deductibles.

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. 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.

11. 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.

12. An eligible employee may decline the health, dental and vision coverage provided in this Article XV, and instead elect to receive payment of One Thousand Two-Hundred Fifty Dollars (\$1,250) for each full calendar year that he or she declines family coverage, or Six Hundred Fifty Dollars (\$650) for each full calendar year that he or she declines individual coverage. Less Than Full-Time employees shall also be entitled to this option to be calculated on a pro-rata basis. Upon satisfaction of the conditions set forth below, payment will be made at the end of the calendar year. In order to receive the full payment set forth above, the

employee must: (i) be actively employed by the Employer for the entire calendar year; and (ii) provide satisfactory documentation establishing that the employee was covered under a health insurance plan for the entire calendar year. Such documentation must be provided prior to payment at the end of the year.

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

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

ARTICLE XVI DISABILITY INSURANCE

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

ARTICLE XVII PENSIONS AND DEATH BENEFIT

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

**ARTICLE XVIII
SEVERABILITY**

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

**ARTICLE XXIX
LAYOFFS**

1. All employees covered by this Agreement, including non-competitive and labor class, shall be laid off and re-called in accordance with the provisions of the Model Layoff Rules, as promulgated by the Schuyler County Civil Service Office.
2. A permanent employee laid off due to the lack of work shall not forfeit any longevity, vacation, sick leave or retirement benefits accrued prior to the period of unemployment. Indefinite layoffs shall build seniority up to a maximum of one (1) year; thereafter, seniority shall be frozen.

**ARTICLE XX
PERSONNEL FILES**

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

**ARTICLE XXI
UNIFORM ALLOWANCE**

1. Effective upon ratification of this Agreement, any Buildings and Grounds employees and who are full-time employees and the full-time Mobile Work Crew Supervisor will receive an annual uniform allowance of \$300.00.

The intent of the uniform allowance is to defray some of the costs an employee incurs for clothing articles that are damaged or ruined while performing their duties. The following type of work clothing that are reimbursable shall include, but are not necessarily limited to: Appropriate Work Foot Wear, Socks, Pants/Jeans, Shirt/Blouse, Hats, Jacket/Sweatshirts, and Coveralls. It is understood that safety accessories, such as gloves, shall continue to be provided by the Employer.

2. Any Buildings and Grounds employees working half-time (20 hours per week) but less than full-time (40 hours per week) shall have this allowance pro-rated.
3. Any and all uniform rental and upkeep expenses in excess of the annual allowance shall be defrayed by the employee by pro-rated payroll deduction. Employees not renting uniforms shall be reimbursed up to the annual allowance as set forth above for uniform expenses provided appropriate receipts are provided to the Employer. Appropriate receipts may be dated anytime during the previous twelve (12) months for which reimbursement is being claimed and may be from any wholesale or retail establishment that sells clothing. An employee that is entitled to a clothing allowance has the option of charging the purchase on one of the Employer's charge accounts at certain vendors and have the vendor bill the Employer through the Purchasing

Department, or if available, utilize the Employer's credit card for the purchase and the department will be charged accordingly. If an employee chooses not to use the Employer's Purchasing Department, then all clothing purchases will be subject to taxes and the taxes shall not be reimbursed by the Employer.

ARTICLE XXII LABOR MANAGEMENT COMMITTEE

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

ARTICLE XXIII LICENSING FEES

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

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

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

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

ARTICLE XXV TERM

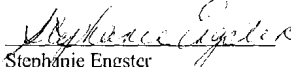
The term of this Agreement shall be from January 1, 2007 through December 31, 2010. After December 31, 2010, consistent with New York Civil Service Law, the terms and conditions established by this Agreement shall continue in full force and effect until the Employer and the Association agree upon and execute a successor agreement.


**ARTICLE 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 18th day of April, 2007.

**SCHUYLER COUNTY ADMINISTRATIVE
UNIT CSEA LOCAL 849**


Stephanie Engster
CSEA Collective Bargaining Specialist


Beth Covert, CSEA President

COUNTY OF SCHUYLER


Thomas M. Gifford, Chairman

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

Starting Salaries Only:

<u>GRADE 1</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Meal Deliverer	\$10.00	\$10.39	\$10.86	\$11.27
Food Service Helper				
Cleaner				
Laborer				
<u>GRADE 2</u>				
Aging Services Aide	\$10.75	\$11.17	\$11.67	\$12.11
Clerk				
Keyboard Specialist				
Assistant Cook				
Senior Cleaner				
Data Entry Operator				
<u>GRADE 3</u>				
Probation Assistant	\$11.50	\$11.95	\$12.49	\$12.96
Account Clerk-Keyboard Specialist				
Motor Vehicle License Clerk				
<u>GRADE 4</u>				
Secretary I	\$12.62	\$13.11	\$13.70	\$14.21
Senior Clerk				
<u>GRADE 5</u>				
Mobile Work Crew Supervisor	\$13.22	\$13.74	\$14.36	\$14.90
Maintenance Mechanic				
Real Property Technician				
Sr. Acct. Clerk-Keyboard Specialist				
Payroll Clerk				
Senior Data Entry Operator				
Cook-Manager				
Information Processing Specialist				
Assessment Aide				
<u>GRADE 6</u>				
Administrative Coord. of Special Programs	\$13.82	\$14.36	\$15.01	\$15.57
Watershed Inspector Assistant				
Support Investigator				
Social Welfare Examiner				
Secretary II				
Insurance Counseling Coordinator				
Summer Youth Employment Supv.				

GRADE 7

Motor Vehicle Bureau Supervisor	\$14.42	\$14.98	\$15.65	\$16.24
Real Property Tax Assistant				
Sr. Social Welfare Examiner				
Bookkeeper				
Social Services Investigator				

GRADE 8

Administrative Assistant	\$15.47	\$16.07	\$16.79	\$17.42
Records Manager				
Crime Victim Services Coordinator				
Supervising Support Investigator				
Principal Social Welfare Examiner				
Medicaid Coordinator				
Probation Officer Trainee				
Employment Program Specialist				

GRADE 9

Probation Officer	\$16.52	\$17.16	\$17.93	\$18.60
Nutrition Services Coordinator				
Caseworker				
Social Work Assistant				
Aging Services Caseworker				
Youth Program Coordinator				

GRADE 10

Staff Development Coordinator	\$17.57	\$18.26	\$19.08	\$19.80
Senior Caseworker				
Senior Probation Officer				
Paralegal				
Aging Services Case Supervisor				
Supportive Case Manager				

GRADE 11

Case Manager	\$18.97	\$19.71	\$20.60	\$21.37
Registered Professional Nurse				
Intensive Case Manager				
Computer & Business Svcs. Coord.				

GRADE 12

Senior Registered Professional Nurse	\$20.37	\$21.16	\$22.11	\$22.94
Supv. Fiscal Oprs./Computer Svcs.				
Supervising Caseworker				

GRADE 13

Public Health Nurse	\$21.77	\$22.62	\$23.64	\$24.53
Staff Social Worker				
Medical Social Worker				

GRADE 14

Sr. Staff Social Worker	\$23.17	\$24.07	\$25.15	\$26.09
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GRADE 15

Supervising Social Worker	\$24.57	\$25.53	\$26.68	\$27.68
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The hiring rate for part-time Cleaners shall be ~~\$5.15-per-hour as-of September 1, 1997.~~ **the current NYS minimum wage.**

{On County Letterhead}

September 17, 2001

Joseph Maratea
Labor Relations Specialist
Civil Service Employees Association, Inc.
Executive Office Building, Suite 207
33 West State Street
Binghamton, New York 13901

Re: Buildings and Grounds Department

Dear Joe:

This letter will confirm that during the negotiation of the 2001-2002 collective bargaining agreement for the County's Administrative Unit, the County and the Union agreed to new terms regarding breaks granted to employees in the County's Buildings and Grounds Department.

Specifically, the parties agreed that Buildings and Grounds employees will receive two breaks of 15 minutes each, and that such breaks shall be scheduled and approved by the Buildings and Grounds Supervisor or his designee. The new agreement regarding breaks shall be implemented upon ratification of the 2001-2002 collective bargaining agreement.

If this letter reflects the terms of the parties' agreement regarding this issue, please sign in the designated area below.

Very truly yours,

/s/ Thomas M. Gifford

Thomas Gifford
Chairman
Schuyler County Legislature

ACCEPTED & AGREED:
CSEA, Administrative Unit
by:

/s/ Joseph J. Maratea

Joseph Maratea, Labor Relations Specialist