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AGREEMENT

by and between the

COUNTY OF SCHOHARIE

and

CSEA, Local 1000 AFSCME,
AFL-CIO



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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Schoharie County Unit
Schoharie County Local 848

January 1, 2005 - December 31, 2007

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ARTICLE I
RECOGNITION AND DEDUCTIONS

SECTION 1

Pursuant to the Public Employees Fair Employment Act, the employer recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME AFL-CIO for the Schoharie County Unit hereinafter known as the CSEA as the sole and exclusive bargaining representative of all employees in the unit described below in Article II, pursuant to the authorization of Resolution #71, adopted by the Schoharie County Board of Supervisors July 21st, 1967, for the maximum period provided under the law.

SECTION 2

The employer shall continue to deduct exclusively for CSEA, as the recognized bargaining agent, from the wages of employees and remit to CSEA, Inc., 143 Washington Avenue, Albany, N.Y., 12224, regular membership dues for those employees who signed authorizations permitting payroll deductions. The employer also agrees that for those employees who so designate by signing deduction authorization for payment of insurance premium benefits, voluntarily as a fringe benefit of CSEA membership, to deduct such authorized sums from payroll and forward to CSEA. In addition, any new CSEA programs or benefits which require payroll deduction will be afforded to the employees covered under this contract.

CSEA, Inc. having been recognized as the exclusive representative of employees within the bargaining unit represented by this agreement shall have an agency shop fee deducted from the wages of all regular part-time or full-time employees including those who work less than 20 hours per week who are not members of CSEA, Inc. The agency shop fee deduction shall not apply to employees who work less than 90 days in a given calendar year, and those who work only in summer assignments. The agency shop fee will be an amount equivalent to the dues levied by CSEA, Inc.

The County shall make such deductions and transmit the amount, along with a listing of such employees to CSEA, Inc.

SECTION 3

The Schoharie County Local CSEA, Inc., affirms that it does not assert the right to strike against the employer, to assist or participate in such a strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

SECTION 4

Effective January 1, 1989, space on the payroll checks shall be provided for CSEA credit union deductions.

This does not refer to the authorization of office or desk or recruiting space for credit union purposes.

ARTICLE II

COLLECTIVE BARGAINING UNIT

SECTION 1

The collective bargaining unit shall consist of all employees of Schoharie County in the classified Civil Service. All persons in the unclassified service, in the exempt class of the classified service of Civil Service, the Sheriff's Department, are excluded herein. Positions contained in the bargaining unit are indicated in Appendix A.

SECTION 2

The County and CSEA agree that the following positions, in addition to those mentioned in Section 1 above, are also excluded from the bargaining unit:

All employees of the Sheriff's Department

All Department Heads

Social Services Attorney

Crisis Team Workers

Deputy Commissioner of Social Services

County Historian

County Fire Coordinator

County Physician

Deputy Director of Community Services

ARTICLE III

COMPENSATION

SECTION 1

Effective January 1, 2005, the County agrees to provide a two percent (2%) increase in the salary schedule and annual increment, where due. In addition, the County agrees to pay any longevity increment where due. The order that raises are applied (relative to built-ins) is as per past practice.

Effective January 1, 2006, the County agrees to provide a three and one-quarter percent (3¼%) increase in the salary schedule and annual increment, where due. In addition, the County agrees to pay any longevity increment where due. The order that raises are applied (relative to built-ins) is as per past practice.

Effective January 1, 2007, the County agrees to provide a three and one-quarter percent (3¼%) increase in the salary schedule and annual increment, where due. In addition, the County agrees to pay any longevity increment where due. The order that raises are applied (relative to built-

ins) is as per past practice.

Members of the bargaining unit who enroll in the Capital District Physician's Health Plan (CDPHP) shall receive a one-time bonus payment in the gross amount of \$500.00. Eligibility for this payment is to current bargaining unit members who join the CDPHP plan on or before January 31, 2006 (to be effective no later than February 28, 2006). Any bargaining unit member who receives this payment must remain enrolled in the CDPHP plan through December 31, 2007. In the event an individual who receives this payment opts out of the CDPHP plan before December 31, 2007, the County will recoup the bonus payment through payroll deduction in an amount equal to \$50.00 per pay period.

SECTION 2

Appropriate annual salary step schedules shall be annexed to the new contract, for placement of prospective and continuing staff, by credited experience. The above increases shall be reflected in the salary schedules in Appendix A, attached hereto and made a part hereof.

SECTION 3

Overtime: All Schoharie County Employees required to work overtime, with Supervisor or Department Head approval, in excess of 40 hours, may choose to be compensated at the rate of time and one-half cash or time and one-half compensatory time off. If an employee chooses time off in lieu of cash payment for overtime worked, he/she may choose the time he/she wishes to expend the compensatory time so earned with Department Head approval.

All County employees, except Department Heads, required to work in excess of 37 1/2 hours (32 1/2 hours during July and August for those eligible for summer hours) and/or Sundays and holidays, shall receive straight time pay to 40 hours, and time and one-half over 40 hours.

Overtime paid for on a daily basis will not be duplicated on a weekly basis.

SECTION 4

Shift Differential: Employees who work the second shift shall receive a 5% differential.

Employees who work the third shift shall receive a 10% differential.

SECTION 5

Call-Out Pay: Employees shall receive a minimum of four (4) hours pay on call out. Payment is made to eligible employees who are called back to work after their regular scheduled working hours (straight time up to 40 hours, time and one-half after 40 hours).

SECTION 6

Holiday Pay: Employees who work on a day recognized as a holiday will be compensated at the rate of time and one-half plus holiday pay either in cash payment or time off, whichever option the employee chooses. If an employee chooses time off in lieu of cash payment for overtime worked, he or she may choose the time he or she wishes to use the compensatory time with Department Head approval.

SECTION 7

Compensatory Time: Employees shall retain the right to cash out accrued compensatory time in December of each year. The maximum accumulation which an employee may have at any given time is 40 hours.

SECTION 8

All employees' overtime and call out schedules shall be established on a rotating basis insofar as possible. If the County is required to provide twenty-four (24) coverage and volunteers are insufficient to provide coverage via standby, then the Department Head will assign people by inverse seniority, by title, on a rotating basis, excluding those employees who are scheduled for vacation, personal, sick and compensatory time off during that assigned period.

ARTICLE IV

PENSION

SECTION 1

All employees of the County of Schoharie may be members of the New York State Retirement System under Section 75-i provided they are eligible pursuant to its rules and regulations.

SECTION 2

The County shall continue to provide the Guaranteed Ordinary Death Benefit for all employees, Section 60-b of the Retirement and Social Security Law, provided the employees are eligible for such benefit under the Rules of the NYSERS.

ARTICLE V

HEALTH PLANS

SECTION 1

A. The Empire Plan with medical and psychiatric enhancements and the Capital District Physician's Health Plan (CDPHP) Avid Care 15 with a \$5/\$25/\$40 prescription drug rider and a \$0.00 in-patient co-payment.

B. Effective January 1, 2006, the following premium contribution shall be applicable to these health insurance plans:

NYSHIP: Individual: 10% of the difference between the NYSHIP individual premium and the CDPHP individual premium.

Family: 25% of the difference between CDPHP individual premium and the CDPHP family premium, plus 10% of the difference between the Family premium for NYSHIP and the Family premium for CDPHP.

CDPHP: Individual: 0% contribution
 Family: 25% of the difference in the Individual coverage
 premium and the Family coverage.

C. In the event that the County seeks to make any changes in health coverage it will notify CSEA immediately. CSEA will be an equal partner in a committee to examine any new health care issues or plans. Any choice of a new health care plan that the Employer selects will be subject to the Grievance Procedure if the new health insurance plan is not substantially equal to benefits of the current plan.

D. Health Insurance Benefits will be provided to County employees who retire based on the following formula:

Eligibility- All full-time County employees whose job descriptions entitle them to receive health insurance benefits while actively employed are eligible for retiree benefits at the same employee/ retiree contribution rate in effect for employees of the County covered by this Collective Bargaining Agreement.

Pre-requisites for active employees, to receive retiree health benefits, the following formula is to be used:

1. The employee must be actively employed by the County at the time of retirement; and
2. Must have served as an active employee of Schoharie County for a continuous ten (10) year period immediately preceding retirement; and
3. Must be receiving a retirement allowance from the New York State Retirement System based on New York State Retirement System age and length-of-service requirements.

The surviving spouse of a deceased retiree may elect to participate in the program for individual health coverage; however, the spouse is responsible to pay the full premium with no

County contribution.

SECTION 2

- A. The County shall continue the current dental plan. Employee contributions shall continue at the rate of \$7.34 per month throughout the duration of this contract.
- B. The basic plan shall be purchased through Empire BC/BS, at the composite rate which is uniform for (individual) employees and (family) employees.
- C. Exclusive sign-up or withdrawal periods from the bargaining unit dental plan shall be January 1 and July 1 of each year up to the fourth (4th) day of either month.
- D. Retirees may opt for this coverage at their own cost to be paid to the County pursuant to the procedure adopted by the County Treasurer.

SECTION 3

Optical Insurance: Effective January 1, 2001, employees shall be covered by the CSEA Employee Benefit Fund Platinum – 12 Plan. The premium shall be paid by the Employer. If dependent coverage is elected by the employee, the employee will be responsible for this cost. Retirees may opt for this coverage at their own cost to be paid to the County pursuant to the procedure adopted by the County Treasurer.

SECTION 4

Health Insurance Buy-Out Option:

- A. Effective January 1, 2000, an employee who is eligible for family coverage under the County's health insurance program, but elects to forego all medical coverage, will receive two thousand dollars (\$2,000.00) annually in lieu of medical coverage. An employee who is eligible for family coverage but elects to take individual coverage will receive one thousand dollars (\$1,000.00) annually in lieu of family coverage.

An employee who is eligible but does not elect individual coverage under the County's health insurance plan will receive one thousand dollars (\$1,000.00) annually in lieu of receiving individual coverage.

- B. No employee shall be eligible to receive any payment authorized by the forgoing paragraph unless the employee shall have presented proof to the County that such employee and such employee's eligible dependents are covered by a plan of medical and health insurance benefits for the entire year that such employee elects not to be covered by the plan of medical and health insurance benefits provided by the County.
- C. The employee will receive such payment on the last pay period in January or July for the preceding six (6) months provided the presentation of the required proof of coverage has been received. It is the obligation of the employee to notify the County of a termination of alternative medical and health insurance coverage.
- D. Employees of the County whose spouses are also County employees will be provided for as follows: The County will be responsible for the payment of the family health coverage for one employee and no health coverage for the second employee; however, there will be no employee contribution to the premium in this situation. If there is a reversion back to regular health insurance coverage because one of the spouses is no longer employed by the County, then in that event employee premium co-pays will again become applicable.
- E. Employees may re-enter the health plan in accordance with the requirements of the health insurance carrier.

ARTICLE VI

SPECIAL ALLOWANCES

SECTION 1

- A. A uniform reimbursement of up to one hundred and fifty (\$150.00) per calendar year will be granted to the newly hired Nurses in the Health Department. After an employee's year of hiring (i.e., after one's employment passes December 31st), the employee's uniform reimbursement shall be two hundred dollars (\$200.00) per calendar year.
- B. A uniform reimbursement of seventy-five dollars (\$75.00) per calendar year will be granted to the newly hired Home Health Aides in the Health Department. After one's employment passes December 31st, that employee's uniform reimbursement shall be one hundred dollars (\$100.00) per calendar year.
- C. Part-time Nurses and part-time Home Health Aides in the Health Department shall receive up to 60% of the full-time reimbursement appropriation, assuming employment throughout the calendar year; otherwise, it will be prorated as follows:
- | | |
|-------------------------|-----|
| January 1 - March 31 | 60% |
| April 1 - June 30 | 45% |
| July 1 - September 30 | 30% |
| October 1 - December 31 | 15% |
- D. The employee shall receive payment after submission of receipts to the Department Head.

SECTION 2

Protective work clothing shall be provided by the County for welders in the Schoharie

County Department of Public Works, Highway Division.

SECTION 3

The replacement of eyeglass lenses and/or frames will be provided by the County for all employees of the Department of Public Works, when damaged beyond use while actually working on the job, and when reported immediately to the Supervisor or Department Head. Eyeglasses will be of the same quality as those damaged.

SECTION 4

Equipment required, as a condition of employment for all employees of the Department of Public Works, which is damaged in the course and performance of duty, will be repaired or replaced at the option of the Department Head, at County expense.

SECTION 5

- A. The County agrees to establish a tuition reimbursement policy acknowledging the following guidelines:
- B. Four year degree holders are eligible.
- C. Prior written approval is required from the Personnel Officer in all cases, on a per person, per course basis.
- D. Decisions on approval are at the sole option of the Personnel Officer, with action by the Board of Supervisors and are not subject to the grievance procedure.
- E. Courses must be credit bearing, term courses (not in-services or seminars, or conferences) from accredited institutions, satisfactory to the Personnel Officer, with approval of the Board of Supervisors.
- F. This plan shall reimburse only tuition, and shall be limited at up to \$50 per credit hour.

- G. Implementation requires receipt of an official transcript and maintenance of a passing average.
- H. Payment shall be made after an individual has completed a block of three graduate credit hours.
- I. An employee must remain as a County employee for at least one (1) year from when payment was received. If the employee terminates his/her position with the County, the County will expect to be repaid for tuition paid out on the employee's behalf.

ARTICLE VII

MILEAGE

SECTION 1

Commencing with the October 21, 1988 signing of the 1988-1990 contract (and retaining that date as the fixed demarcation date for future reference) the County shall reimburse employees at the prevailing IRS approved mileage rate for verified employees' use of their personal vehicles for assigned County business. The IRS rate referred to is the one which requires no tax thereon filed by the employee, and no reporting requirements filed by the employer.

ARTICLE VIII

LEAVES

SECTION 1

VACATION LEAVE: All full-time employees shall accrue vacation leave according to the following schedule, except that no such vacation leave shall be granted until at least six (6) month's service shall have been completed:

AFTER SERVICE OF

VACATION ACCRUED

Less than 5 years

1 day per month

5 years

1 1/2 days per month

14 years

2 days per month

The date and order of vacations shall be arranged by the Department Heads, who shall notify the Personnel Office of such leave granted.

- A. Vacation leave earned in a given year but unused in the year may be carried over to the following year and used during the year and no other year. However, no vacation leave in excess of that which is due annually shall be taken without the prior approval of the appropriate Department Heads.
- B. In the event of retirement or service termination, except in the case of dismissal prior to completion of maximum probationary term, all employees shall be paid for earned and unused vacation leave. In the event of service termination by death, such payment shall be made to the estate of the decedent.
- C. Each employee shall be furnished semi-annually (by at least the 15th day of May and the 15th day of November) with a statement accounting for the employee's accumulation of vacation and other leave credits. Such statement shall show credits used and accumulated unused credits up to the period of 30th of April and the 31st of October.
- D. For the purpose of accumulating and being credited with leave credits, the anniversary date for employees hired on or after January 1, 1997, shall be the first day of the month following the actual anniversary of the employee's continuing employment with the County.

- E. Effective January 1, 1997, an employee must be in "paid status" at least fifty percent (50%) of the number of "pay days" in a month in order to receive leave credits as of the first day of the following month.

SECTION 2

SICK LEAVE: All full-time employees shall accrue sick leave according to the following schedule, except that no such sick leave shall be granted until at least six (6) month's service shall have been completed:

<u>AFTER SERVICE OF</u>	<u>SICK LEAVE ACCRUED</u>
Less than 5 years	1 day per month
5 years	1 1/2 days per month
10 years	2 days per month (for employees hired on or before 4/28/94)

Sick leave is the inability of an employee to perform his regular job-related duties.

All employees may use sick leave in the event there is an illness in his or her immediate family. Immediate family is defined as a spouse, son, daughter, brother, sister, father, mother or grandparents. The use of sick leave for illness in the immediate family shall be limited to ten (10) days per year for family members not part of the employees household. This time may be extended only with the approval of the Department Head.

In the event an employee uses all sick leave credits due to illness, he or she at this time may use any other accruals to compensate for an absence.

Earned and unused sick leave may be accumulated up to a total of 230..

When an employee finds it necessary to be absent because of illness, they must, absent circumstances which would prevent them from doing so, report the absence to the department prior to the start of the work day according to the procedures established by the department, but in no

event more than one hour prior to the start of the work day. Up to three (3) consecutive days sick leave will be granted without a physician's certificate. If more than three (3) days sick leave is needed, a certificate signed by a physician must be filed with the department head. The total sick leave, in periods of three (3) days or less, for which a certificate is not required, must not exceed nine (9) days in any calendar year. Sick leave of any employee is to be reported to the County Treasurer by the department head who shall also make such report to the Personnel Officer.

When an established pattern of sick leave is evident, or when the use of sick time exceeds nine (9) days (excluding those absences and periods of three (3) days or more), the Department Head may require a certificate from the employee's physician or may require an evaluation of the employee by a physician designated by the County. In the event of any discrepancies between the doctor's opinion, then the doctors shall consult together and attempt to agree upon a mutual opinion within five (5) days. If the employee refuses to be examined by the County's doctor, then the employee forfeits all rights to sick leave for the duration of that particular illness or injury.

Employees who have been in the service of the County for the equivalent of six (6) months full time employment shall be entitled to sick leave in the same manner as set forth above, except that such sick leave shall be prorated to the nearest day, based on such employees' days of weekly employment.

Upon retirement the employee, or upon death the employee's estate, shall be paid 25% of the unused accumulated sick leave credits, up to a maximum of two hundred (200) days.

SECTION 3

WORKERS COMPENSATION POLICY

- A. An employee who must be absent from work as a result of injury on the job with the County, and is pursuing a New York State Worker's Compensation claim, shall elect

in writing (and submit such statement to the Department Head) as to the option of either using paid personal, accumulated sick leave ,and/or accumulated compensatory time, to his/her credit; or the Worker's Compensation, ongoing benefit check, for the period of said absence.

- B. In the event the employee elects to take his/her personal sick leave with pay, then any ongoing Workers Compensation benefit check for that employee shall be transmitted directly from the insurance carrier to the County Treasurer. When such check is received by the Treasurer's Office, the employee's sick leave shall be adjusted in accordance with the following formula.

Worker's Compensation Check Benefit		Number of sick days per week to be credited back to an employee shall be rounded to the nearest half day. The number of days returned will not reach the actual number of days absent (See section E. below)
_____	==	
Employee's Daily Gross Rate of Base Pay		

- C. There is a time lag, in receiving benefit checks from the New York State Compensation. Benefit checks shall be converted and calculated when received by the Treasurer's Office. It is not the Treasurer's responsibility or obligation to intervene in questions of the speed that benefit checks are received from the insurance carrier.
- D. Lump sum payments for injury or disability, shall be retained by the employee.
- E. Employees should be aware that because of the operation of New York State Workers' Compensation Law, 100% reimbursement is not received. Therefore, the number of sick days returned, is likely to be in the vicinity of two-thirds.

Example: An employee on Workers' Compensation for twenty-one days has enough

sick days to receive full pay. Assuming the County gets reimbursed for two-thirds (14 days), then the employee has brought back 14 sick days and used 7 sick leave days which shall not be credited.

- F. With respect to leaves, transfers of funds, paperwork, etc., (involving employees off work, associated with Worker's Compensation cases) Schoharie County shall be contractually bound to no greater extent than stated in the language of this particular article.

SECTION 4

PERSONAL LEAVE: Full time employees will be credited with five (5) personal days on January 1 of each year of employment. Full time employees will be credited with one (1) personal day for each full three months of employment during their first calendar year of employment. Such day will be credited on the first work day following the completion of the three month period. Personal leave may be taken without explanation upon reasonable notice to the Department Head at least twenty-four (24) hours before such leave is taken, unless an emergency prevents the giving of such notice. Personal leave, if not used, may be carried over as sick leave. No personal leave time shall be paid upon separation of service.

SECTION 5

BEREAVEMENT LEAVE: Full-time employees who have been employed by the County for at least six (6) months shall be entitled to three (3) days bereavement leave upon the death of a family member: spouse, son, daughter, brother, sister, father, mother, grandparent, mother-in-law, father-in-law, or grandchildren. Bereavement leave shall not be cumulative and carried over to succeeding years.

Single bereavement leave days may be taken with the permission of the employer to attend the funeral service of other relatives.

SECTION 6

LEAVE OF ABSENCE: All full-time employees may be granted leaves of absence without pay. Such leave of absence shall be granted at the discretion of the Department Heads, but not for a period longer than one (1) year. Department Heads, at the time of granting such leaves of absences, shall report the date of commencement and the duration thereof to the County Treasurer, the Personnel Office and also the Clerk of the Board of Supervisors and the Chairman of the Personnel Committee of the Board of Supervisors.

SECTION 7

DISABILITY INSURANCE: The County agrees that as soon as practicable after January 1, 1997, but no later than April 1, 1997, it will have in place a disability insurance for full-time which will provide disability benefits equivalent to those contained in the Disability Benefits Law. Each employee will be obligated to pay the employee's share of the insurance which is currently \$.60 per week for full-time employees. The County may implement this provision either through the State program or through a private carrier. In order to be eligible to utilize benefits as a result of the disability an employee must first utilize all accumulated sick leave.

ARTICLE IX

WORK WEEK - WORK DAY

SECTION 1

Office hours in County Offices shall be from at least nine (9:00) o'clock in the forenoon until five (5:00) in the afternoon except Saturdays, Sundays, and holidays; except that the office hours of the Department of Health may be from eight-thirty (8:30) o'clock in the forenoon until four-thirty

(4:30) o'clock in the afternoon, and the office hours of the administrative office of the Schoharie County Department of Public Works may be from eight (8:00) o'clock in the forenoon until four (4:00) o'clock in the afternoon. All full-time employees on the payroll as of October 1, 1991, in all departments except the Department of Public Works (save the administrative personnel), shall enjoy a one hour per day shortened workday from July 1 through Labor Day. A system of designating employees who will work until the end of the workday during the summer shall be implemented based upon the department head designating the job duties and responsibilities necessary to operate the department until the end of the day. If no one volunteers, inverse seniority shall be the determining factor in assigning employees to work until the end of the workday.

The work week for all employees of the County of Schoharie shall not be in excess of forty (40) hours for non-administrative employees of the Department of Public Works and Drivers of the Physically Handicapped, and shall not be in excess of thirty-seven and one-half (37 1/2) hours per week for all other county employees, said work week to consist of five (5) consecutive work days not in excess of eight (8) hours per day starting at seven (7:00) o'clock, in the forenoon until three-thirty (3:30) o'clock in the afternoon for non-administrative highway employees, except for employees performing winter watch service, and not in excess of seven and one-half (7 1/2) hours per day for all other county employees. Employees shall have two (2) consecutive twenty-four (24) hour days, a total of forty-eight (48) consecutive hours off each week. Employee shall finish their work day at the place it began for those employees previously affected by such regulation. These provisions shall be applicable except where change is required because of an emergency or disaster over which the employer has no control.

CALL OUT: A call out situation exists when the employee is asked to work in excess of two (2) hours before his or her normally scheduled reporting time and/or after the employee is called

back to work after the end of his normal scheduled work day.

SECTION 2

FLEXTIME: Is the possibility of any employee working the normal length work day but not necessarily coincidental with the normal hours for his or her department.

- A. The purpose of this policy is to somewhat relax the rigidity of scheduling times, where feasible and agreeable with Department Administration. However, in no case shall this goal overreach the goal of adequate staff coverage during a given time frame.
- B. Flextime may be used only with the mutual consent of the particular employee and his/her supervisor on a case-by-case basis.
 - 1. It is not the intent for either staff or management to be coerced into a particular change from what would otherwise be the assigned schedule in application. Threats of resignation, negative evaluation, etc., are precluded from use to interfere with the normal process.
 - 2. As a safeguard, both parties must indicate their consent to a particular flextime arrangement, in writing.
- C. Adjustment of lunch length may be used to create flexibility within this system but adjustments of break time will not shorten the work day.
- D. Overtime eligibility continues for overtime actually worked by an employee.
- E. An employee's flextime schedule or change thereupon are to be determined in advance between the employee and Department Administration (preferably determined during the preceding week).

- F. Flextime does not constitute an excuse for tardiness, which may be dealt with in the same manner as under conventional scheduling.
- G. Neither specific flextime schedules, nor the existence of flextime policy shall be considered to constitute a past-practice or term and condition subject to automatic continuation.
- H. Use of flextime shall not create a change in entitlement for shift differentials.
- I. It is understood that consensual flextime carries the ability and authority to produce a change in public hours (contractual or otherwise) which a department may be open for flextime employees.
- J. Flextime policy shall not have application to the Public Works Department.

SECTION 3

WORK ASSIGNMENT-STANDBY

- A. The use of standby is applicable when employees are needed to provide extended coverage for dealing with potential occurrences which occur outside of regular business hours.
- B. All employees who are scheduled for standby shall be compensated as follows effective January 1, 2000:

\$30.00 per evening Monday through Friday

\$65.00 per day on Saturday and Sunday or Holiday (e.g., day being 8:30 a.m. to 8:30 a.m.) or similar 24-hour period coinciding with the employee's normal start time.

The stipend is (1) separate from other salary and benefits; and (2) does not contribute toward overtime calculation; and (3) accrues regardless of whether an employee is

actually contacted during the period of standby.

- C. The standby stipend is intended to cover the full responsibilities of employees at their base of locus of operation while on standby. If the standby employee is required by the employer to leave his or her base or locus, then the employee is entitled to be compensated for regular duty time away from the base or locus of standby operation.
- D. The Department of Social Services will develop and involve employees in education, training, and updating relative to skills and procedures which are necessary for this Department's standby assignment.
- E. In the development of this program, caseworkers on standby shall have telephone availability to supervisory back-up, compensable by Department policy in the same manner as standby.
- F. When standby rosters become regularly operative, schedules will be advance posted (preferably at least two weeks) and, to avoid hardship and conflict, will allow for trading days between scheduled employees, with mutual consent. Such trading must be arranged by the involved employees themselves and may be effective if management is notified, and the master schedule is adjusted, before three (3) working days of the standby assignment. Standby assignments must be rotated to prevent one or two employees from assuming this burden.
- G. When a standby operation is fully implemented, the public will be directed to call a designated number which shall link them up with the assigned standby personnel. Within the limitations of the geography and feasibility, effort will be made to increase paging system usage for personnel on standby. Off-duty personnel, including caseworkers who are not on standby, who are contacted by regular clients,

shall professionally refer such clients to the proper designated telephone number.

- H. If the County is required to provide twenty-four (24) coverage and volunteers are insufficient to provide coverage via standby, then the Department Head will assign people by inverse seniority on a rotating basis.

- I. Part Time and Full Time Nurses.

1. Part-time nurses will be paid at the rate of one and one-half (1 ½) times the appropriate step for weekends and evenings, and two (2) times the appropriate step for Holidays.
2. Part-time nurses will be guaranteed for four (4) hours of paid time for evening and weekend work. (This would actually amount to six (6) hours pay at the appropriate step.)
3. Full-time nurses will be guaranteed four (4) hours of paid time for evenings and weekend work. (This would actually amount to six (6) hours pay at their current rate of pay.)
4. Full-time nurses required to work as a result of being in “standby” status will be paid at one and one-half (1 ½) times their rate of pay, for hours in excess of their regularly scheduled day and/or week, and two (2) times their rate of pay for holidays.
5. Standby rates for both part-time and full-time nurses will be paid according to Article IX, Section 3(B), of this contract.
6. If at any time there are not sufficient part-time nurses to cover the standby period, then all persons employed in either the title of Public Health Nurse, Registered Professional Nurse or Registered Nurse will be scheduled to fill

these hours by inverse seniority on a rotating basis.

ARTICLE X

HOLIDAYS

SECTION 1

All employees shall be entitled to paid holidays on the days listed below:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

- A. In the event a full paid holiday falls on Saturday, the employee shall be credited with one (1) day leave which can be taken at any time during the year with the approval of the Department Head.
- B. County offices shall be operated with a minimum staff so that a maximum of personnel shall be excused for ½ day on the day preceding Christmas or ½ day on the day preceding New Year's Day, except when these holidays shall fall on a Sunday or Monday. Employees required to work during the afternoon preceding Christmas may be excused from work on the afternoon preceding New Year's Day.
- C. In the event a full paid holiday falls on a Sunday, the employees shall be granted the following Monday off.

ARTICLE XI

TENURE, SENIORITY AND LAYOFF

SECTION 1

TENURE: Every permanent appointment from an open competitive list and every original appointment to a position in the non-competitive or labor class shall be for a probationary term of not less than eight (8) weeks nor more than a maximum of fifty-two (52) weeks. After a six (6) month period these employees shall be granted accumulated leave credits and after a twelve (12) month period such other rights as other regular employees are accorded. All probationary employees shall be counseled in a timely manner as per Schoharie County Civil Service Law, Rule XII, Section 5.

SECTION 2

COMPETITIVE CLASS PROMOTIONS: Employees on an eligible list will be interviewed by representative(s) of the County and placed in categories of qualification such as highly qualified, qualified and minimally qualified (or other similar designations). If two or more employees are placed in the same and highest category of rating for the specific promotion, then the most senior employee will receive the promotion.

Temporary and provisional promotional opportunities will be posted by the County so that the County will be aware of interested applicants. The affected Department Head shall publicize the opportunity by posting notices in the Highway Garage, the new County Office Building, the two Cobleskill buildings, and in a conspicuous location in the Public Safety Building.

SECTION 3

SENIORITY FOR LAYOFF: If layoffs or reduction in work force become necessary in the competitive class, they shall be governed by the Civil Service Law using each department as a layoff

unit. If layoffs or reduction in work force become necessary in the non-competitive and labor class, or affect a competitive class employee who has no retreat rights, retreat rights county-wide shall be given to those employees who are more senior in total County service. A non-competitive or labor class employee may also bump a less senior employee within their department if they currently possess the minimum qualifications necessary to perform the job.

A non-competitive or labor class employee who is displaced shall be placed on a recall list for that position for two (2) years.

SECTION 4

When a reduction in workforce is contemplated, the Department Head of the affected Department shall notify the local Union President in writing thirty (30) calendar days in advance. Names of personnel potentially affected will be provided.

ARTICLE XII

NON-COMPETITIVE AND LABOR CLASS PROMOTIONS

SECTION 1

1. Temporary and seasonal promotions will be posted by the County; however, this article shall not apply to these promotions.

2. When promotional opportunities exist, or reduction in work force are contemplated, the affected Department Head shall notify the local Union President in advance in order to discuss the promotion or reduction.

3. When promotional opportunities exist, the affected Department Head shall publicize the vacancies or anticipated vacancies by posting notice in the Highway Garage, the new County Office Building, the two Cobleskill Buildings, and in a conspicuous location in the Public Safety Building.

4. Notice of job vacancies shall remain posted for a period of ten (10) working days at all locations. Postings shall state job title, minimum qualifications and salary range.

5. If no employee covered by this agreement applies for the position within ten (10) working days, it shall be assumed that no person within the department desires such a position and the offer may be withdrawn.

6. The position shall be filled on the basis of the employee's qualification within the job specifications. This determination is to be made by the Department Head. Where more than one (1) employee applies for the position and all are equally qualified, seniority shall determine selection.

7. All candidates' applications shall be reviewed within ten (10) working days after the last day of posting for said vacancies. All rejected applicants will receive five (5) days in which to contest their rejection. Selected candidates shall be notified within ten (10) working days after the last day of posting.

8. Employees who are selected for promotion will receive the higher earning (if applicable) beginning with the next pay period.

9. If for some reason no one is appointed to the existing vacancy within the designated time period, the vacant position shall be withdrawn. Any further reposting of a withdrawn position may be made thirty (30) days after the date of the initial withdrawal. When an employee is promoted or if any change in salary classification occurs, the employee will be placed on a step in the new classification with no loss of money.

10. Selected candidates shall be given a trial period of not less than thirty (30) days to qualify. If possible, their ability shall be evaluated by at least two (2) supervisors. In a case of appointment of supervisors, the evaluation shall be made by the Department Head.

ARTICLE XIII

DISCIPLINARY PROCEDURE

Section 1. Discipline for Just Cause

1.1 No employee with a competitive class permanent appointment who has completed his/her probationary period or for those employees in the labor or noncompetitive class who have more than one year, continuous, full-time service shall be disciplined except for just cause. Such employee shall be served with a written notice of the action and the reason for it. Simultaneously, a copy of the notice shall be sent to the President of the Local. The action against such employee shall commence within eighteen (18) months of the discovery by the employer of the alleged violation.

1.2 If the County determines that an employee, who is the potential target for discipline, is to be interrogated, such employee shall be notified of their rights and be given the opportunity to have a union representative at such interrogation.

1.3 The County, after giving the employee notice of the charges with an explanation of same and an opportunity to be represented by the union, if desired, and to respond to such allegations, may impose the penalty sought of a suspension without pay for up to five (5) work days upon such written notice. All other proposed penalties will not be instituted prior to the expiration of the appeal period. If such penalty of other than a five (5) or fewer work days suspension is appealed within the time limits set forth below, the proposed penalty only can be imposed after a finding of guilt by the arbitrator or a settlement of the matter by the parties.

1.4 Notwithstanding paragraph 1.3 above, the County, after giving the employee notice of the charges with an explanation of same and an opportunity to be represented by the union, if desired, and to respond to such allegations, may immediately suspend without pay any employee

who is charged with an act which generally is understood to constitute a crime or in a matter where termination is the penalty sought pending the disposition of the matter. No accruals may be used during such period of suspension pending the disposition of the matter. The foregoing provision in no way limits the County's ability to place an employee on leave with pay.

Section 2. Appeal of Disciplinary Action

2.1 If the employee disagrees with the disciplinary action, the employee may elect to submit the matter, in writing, to the Department Head within ten (10) calendar-days from the date of service of the Notice of Discipline. Within ten (10) calendar days after receiving the grievance, the Department Head will hold a hearing. Within ten (10) calendar days after said hearing, the Department Head shall issue a written response to the grievance.

2.2. If an employee is suspended without pay pursuant to Section 1.4 above, the employee may choose to expedite the matter by appealing to the Department Head within five (5) calendar-days after service of the Notice of Discipline. The Department Head shall conduct a hearing within five (5) calendar-days after receiving such expedited appeal and render a written decision within two (2) working-days after the day on which the hearing was held.

2.3 In the event the employee disagrees with the determination, the employee may elect to submit the matter, in writing, to arbitration by filing a demand for arbitration with the New York State Public Employment Relation Board in accordance with its rules and procedures unless the parties develop a mutually agreed upon panel of neutrals and attendant procedures. The demand for arbitration must be filed within twenty (20) calendar-days from receiving the Department Head response. Failure to file the demand within said twenty (20) calendar-days shall make the matter ineligible for arbitration or any other appeal and the case will be deemed to be closed.

2.4 All decisions rendered in such arbitration shall be final and binding upon both parties.

2.5 The arbitrator's fees shall be shared equally by the parties.

Section 3. Civil Service Law Rights

The procedure under this Article shall be the sole and exclusive procedure with respect to disciplinary actions and replaces Section 75 and 76 of the New York State Civil Service Law.

ARTICLE XIV

LABOR MANAGEMENT COMMITTEE

SECTION 1

The County agrees to establish, through the Personnel Committee of the Board of Supervisors, a Labor Management Committee with the CSEA to meet jointly and review all personnel problems. The Labor Management Committee shall meet quarterly on the fourth Monday of March, June, September and December and on the other dates mutually agreed to.

ARTICLE XV

RE-EVALUATION COMMITTEE

SECTION 1

The Re-Evaluation Committee, which consists of six (6) persons (three from the Board of supervisors and three from CSEA) shall meet upon petition of either party to discuss the re-allocation of positions in the Schoharie County Classified Service, and upon agreement shall be implemented as soon as practicable. The Re-Evaluation Committee shall meet during the month of May in each calendar year.

ARTICLE XVI

RECIPROCAL RIGHTS

The employer recognizes the right of the employees to designate representatives of the CSEA to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms of this agreement, and to visit employees during working hours. Such employee representative shall also be permitted to appear at public hearings before the Board of Supervisors upon request of the employees.

SECTION 1

The employer shall so administer the obligations under this agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

SECTION 2

CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the employer, subject to the approval of the contents of such notices and communications by the Chairman of the Board of Supervisors or his designee. The officers and agents of Schoharie County CSEA shall have the right to visit the employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this agreement.

SECTION 3

Employees who are designated or elected for this purpose of adjusting grievances, or assisting grievances, or assisting in the administration of the agreement, shall collectively be permitted a maximum of one hundred twelve (112) hours per year of time off for the CSEA Unit from their regular duties, to fulfill the obligations which have as their purpose the maintenance of harmonious and cooperative relation between the employer and the employee and the uninterrupted

operation of government subject to the approval of the department head, or, in his absence, his assistant.

Approved time spent at labor management meetings (whether contractually mandated or by mutual agreement of the parties) and contract negotiations shall be in addition to the time allocated above.

SECTION 4

A total of 10 days leave for the CSEA Unit per year, for representatives of CSEA to attend conventions, workshops, or seminars shall be granted.

ARTICLE XVII

PRACTICES

SECTION 1 CONTINUATION CLAUSE

Any rights, privileges, or benefits, already accorded the employees of Schoharie County shall not be rescinded during the term of this agreement.

SECTION 2 MANAGEMENT RIGHTS

- A. The union recognizes the rights of the employer including, but not limited to: Managing the staff; hiring; assigning; promoting; classifying; transferring; suspending; disciplining; directing the work force; evaluating the staff; determining the size of the staff, and making an initial allocation.
- B. Failure of the County to exercise any authority reserved to it contractually, by statute, or inherently (or the exercise in a particular manner) shall not restrict the future exercise of that authority by the County.
- C. The collective bargaining agreement shall not be construed to guarantee job security in part or whole.

SECTION 3 CONTRACTING OUT

If the Employer seeks to contract out any work, it will first meet with CSEA to discuss the issue to see what savings may be realized and to protect the positions of bargaining unit members.

ARTICLE XVIII

SAVINGS CLAUSE

SECTION 1

If any Article or part thereof in this agreement or any addition thereto should be decided as in violation of any Federal, State or Local Law, or if adherence to or enforcement of any Article or part thereof should be restrained by a Court of law, the remaining Articles of this agreement or any addition thereto shall not be affected.

SECTION 2

If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such article or part thereof.

ARTICLE XIX

DURATION

SECTION 1

- A. The effective dates for this agreement are as follows:

January 1, 2005 through December 31, 2007

- B. Certain designated items contain their own effective dates, as reflected in those articles. (Example: Credit Union, Dues Deduction, Insurance, Standby). Such specified dates are the appropriate dates for valid implementation of those particular items.

C. This collective bargaining agreement shall be terminated at the close of business on December 31, 2007.

SECTION 2

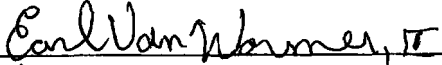
No later than the month of August of the fiscal year which the contract expires, the parties will set the ground rules for negotiations for a new contract. Actual negotiations will commence during the month of September of that year.


ARTICLE XX


CONFERENCE


Within three weeks after execution of this Agreement by all parties, a meeting will be called with Department Heads and Negotiating Teams to discuss the contract and its interpretation.

PURSUANT TO SECTION 204-A OF PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTIONS TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


Chairman,
Schoharie County Board of Supervisors


Chairman, Personnel Committee
Schoharie County Board of Supervisors

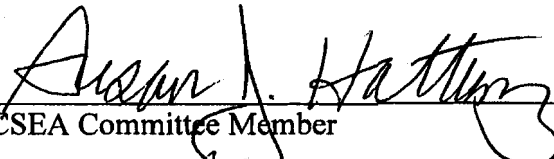

CSEA Labor Relations Specialist


CSEA President, Schoharie County


CSEA Committee Member


CSEA Committee Member


CSEA Committee Member


CSEA Committee Member


CSEA Committee Member

CSEA Committee Member

CSEA Committee Member

APPROVED:

Schoharie County Attorney

Authorized by Board of Supervisors on _____, 200__

Executed _____ at Schoharie, New York.
Date

APPENDIX A
SCHOHARIE COUNTY - SALARY SCHEDULE
2005

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Inc
2	19,847	20,509	21,171	21,833	22,495	23,157	662
3	20,296	20,983	21,670	22,357	23,044	23,731	687
4	20,758	21,469	22,180	22,891	23,602	24,313	711
5	21,299	22,047	22,795	23,543	24,291	25,039	748
6	21,924	22,708	23,492	24,276	25,060	25,844	784
7	22,599	23,423	24,247	25,071	25,895	26,719	824
8	23,362	24,238	25,114	25,990	26,866	27,742	876
9	24,259	25,186	26,113	27,040	27,967	28,894	927
10	25,116	26,099	27,082	28,065	29,048	30,031	983
11	26,474	27,544	28,614	29,684	30,754	31,824	1,070
12	27,768	28,912	30,056	31,200	32,344	33,488	1,144
13	29,168	30,392	31,616	32,840	34,064	35,288	1,224
14	30,753	32,076	33,399	34,722	36,045	37,368	1,323
15	32,458	33,879	35,300	36,721	38,142	39,563	1,421
16	34,322	35,853	37,384	38,915	40,446	41,977	1,531
17	36,321	37,969	39,617	41,265	42,913	44,561	1,648
18	38,451	40,212	41,973	43,734	45,495	47,256	1,761
19	40,757	42,647	44,537	46,427	48,317	50,207	1,890
20	43,237	45,271	47,305	49,339	51,373	53,407	2,034
21	45,883	48,069	50,255	52,441	54,627	56,813	2,186
22	48,638	50,984	53,330	55,676	58,022	60,368	2,346

SCHOHARIE COUNTY - SALARY SCHEDULE

2006

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Inc
2	20,492	21,176	21,860	22,544	23,228	23,912	684
3	20,956	21,665	22,374	23,083	23,792	24,501	709
4	21,433	22,167	22,901	23,635	24,369	25,103	734
5	21,991	22,763	23,535	24,307	25,079	25,851	772
6	22,637	23,446	24,255	25,064	25,873	26,682	809
7	23,333	24,184	25,035	25,886	26,737	27,588	851
8	24,121	25,025	25,929	26,833	27,737	28,641	904
9	25,047	26,004	26,961	27,918	28,875	29,832	957
10	25,932	26,947	27,962	28,977	29,992	31,007	1,015
11	27,334	28,439	29,544	30,649	31,754	32,859	1,105
12	28,670	29,851	31,032	32,213	33,394	34,575	1,181
13	30,116	31,380	32,644	33,908	35,172	36,436	1,264
14	31,752	33,118	34,484	35,850	37,216	38,582	1,366
15	33,513	34,980	36,447	37,914	39,381	40,848	1,467
16	35,437	37,018	38,599	40,180	41,761	43,342	1,581
17	37,501	39,203	40,905	42,607	44,309	46,011	1,702
18	39,701	41,519	43,337	45,155	46,973	48,791	1,818
19	42,082	44,033	45,984	47,935	49,886	51,837	1,951
20	44,642	46,742	48,842	50,942	53,042	55,142	2,100
21	47,374	49,631	51,888	54,145	56,402	58,659	2,257
22	50,219	52,641	55,063	57,485	59,907	62,329	2,422

SCHOHARIE COUNTY - SALARY SCHEDULE

2007

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Inc
2	21,158	21,864	22,570	23,276	23,982	24,688	706
3	21,637	22,369	23,101	23,833	24,565	25,297	732
4	22,130	22,888	23,646	24,404	25,162	25,920	758
5	22,706	23,503	24,300	25,097	25,894	26,691	797
6	23,373	24,208	25,043	25,878	26,713	27,548	835
7	24,091	24,970	25,849	26,728	27,607	28,486	879
8	24,905	25,838	26,771	27,704	28,637	29,570	933
9	25,861	26,849	27,837	28,825	29,813	30,801	988
10	26,775	27,823	28,871	29,919	30,967	32,015	1,048
11	28,222	29,363	30,504	31,645	32,786	33,927	1,141
12	29,602	30,821	32,040	33,259	34,478	35,697	1,219
13	31,095	32,400	33,705	35,010	36,315	37,620	1,305
14	32,784	34,194	35,604	37,014	38,424	39,834	1,410
15	34,602	36,117	37,632	39,147	40,662	42,177	1,515
16	36,589	38,221	39,853	41,485	43,117	44,749	1,632
17	38,720	40,477	42,234	43,991	45,748	47,505	1,757
18	40,991	42,868	44,745	46,622	48,499	50,376	1,877
19	43,450	45,464	47,478	49,492	51,506	53,520	2,014
20	46,093	48,261	50,429	52,597	54,765	56,933	2,168
21	48,914	51,244	53,574	55,904	58,234	60,564	2,330
22	51,851	54,352	56,853	59,354	61,855	64,356	2,501

SCHOHARIE CLASSIFICATION
GRADE AND TITLE

<u>GRADE</u>	<u>TITLE</u>	<u>TITLE</u>
2		
3	Community Service Aide	
4	Office Worker	Typist
5	Account Clerk Cleaner	Home Health Aide Office & Keyboard Worker
6	Driver (PHC) Laborer I Mechanics Helper	Recreation Assistant Tax Map Tech. Trainee Transportation Clerk
7	Account Clerk Typist Aging Services Aide Archives Record Worker Cartographer Community Services Worker Data Entry Operator	Janitor Motor Vehicle Clerk Senior Office & Keyboard Worker Senior Office Worker Services Assistant Tax Clerk
8	Casework Assistant Community Mental Health Aide Laborer II Lead Cleaner	Recreation Supervisor Senior Account Clerk Senior Account Clerk Typist Senior Data Entry Operator
9	Motor Equipment Operator I Parts Handler Planner Assistant Senior Transportation Clerk	Sign Maintenance Worker Tax Map Technician Tire Repairer
10	Aging Services Specialist Bridge Maintenance Worker Legal Assistant Motor Equipment Operator II Motor Vehicle Rep. I Principal Account Clerk Typist	Public Works Office Assistant Real Property Tax Service Aide Senior Tax Clerk Senior Tax Map Technician Social Services Investigator Trainee Social Services Specialist
11	Assistant Maintenance Mechanic Automotive Mechanic Bridge Maintenance Worker II Licensed Practical Nurse	Public Health Technician Social Welfare Examiner Support Investigator

12	Computer Support Specialist Deputy Youth Bureau Director Motor Equipment Operator III Motor Vehicle Rep. II	Office Manager Probation Assistant Public Works Office Assistant II Social Services Investigator
13	Aging Services Supervisor Assistant Social Worker Automotive Mechanic II Bridge Supervisor Chemical Dependencies Counselor Fleet Coordinator Highway Supervisor Lead Automotive Mechanic	Managed Care Specialist Nutrition Services Coordinator Senior Social Welfare Examiner Senior Support Investigator Supervisor of Building Maintenance Title Searcher Working Supervisor
14	Caseworker Deputy Coord. of EMS Early Intervention Service Coord. Junior Accountant	Junior Computer Programmer Probation Officer Trainee Senior Computer Support Specialist Supportive Case Manager
15	Administrative Assistant Auto. Mechanic Supervisor Central Assessment Coordinator Computer Programmer Credential Chemical Depend. Counselor Dir. of Taxes Employment Coordinator Maintenance Mechanic Mental Health Systems Coord.	Motor Vehicle Rep. Supervisor Museum Curator & Collections Mngr. Personnel Assistant Planner Preschool Special Needs Assistant Probation Officer Public Works Supervisor Secretary to Commissioner/DSS Senior Caseworker Voc. Rehab. Counselor
16	Geographic Data Base Specialist	Senior Probation Officer
17	Account. Supervisor Grade B Child Support Enforc. Coord. Intensive Case Manager Network Specialist Payroll Administrator	Public Health Educator Public Health Program Specialist Registered Professional Nurse Senior Social Services Investigator Staff Clinician
18	Accountant & Budget Analyst Agricultural Marketing Specialist Dep. Dir. Real Property Tax Preschool Special Needs Coord.	Principal Social Welfare Examiner Probation Supervisor Public Health Nurse Public Health Sanitarian
19	Computer Programmer Analyst Director of Environmental Health Senior Planner	Staff Social Worker/Community Service Supervising Public Health Nurse Systems & Network Programmer Analyst
20	Community Services Analyst Head Social Welfare Examiner Program Coordinator	Services Coordinator Supervising Social Worker/Community MH

21

22

Director of Patient Services

APPENDIX B

RULE FOR ADMINISTRATION OF THE SALARY PLAN

1. New County Employees

A new County employee appointed to a position which is allocated to a specific salary grade shall be paid the minimum salary for that grade.

2. Temporary or Provisional County Employees

A County employee who has been continuously employed on a temporary or provisional basis shall, upon receiving permanent appointment to the same position, be credited with the length of time they has served in that position on a provisional or temporary basis in determining the salary of their permanent position.

3. Promotions

When an employee is promoted or if salary classification occurs, the employee will be placed on a step in the new classification with no loss of monies.

4. Part-time Employees

The hourly rate for part time employees is calculated by dividing the total number of working hours for the year by the amount shown in the appropriate step in grade.

Effective January 1, 2000, all part time employees shall move to Step 2 if hired prior to July 1, 1998. Thereafter, a part time employee will move one step on January 1st after the completion of two (2) additional years of service.

Part-time employees shall be entitled to sick time at a prorated accumulation and may use sick time after the end of six (6) months of employment.

5. Longevity Increments

A County employee who has rendered continuous full-time service at the maximum of the salary grade to which his/her position is allocated for a period of five (5) years, shall be entitled on the first day of the fiscal year following completion of such service, to receive an additional increment in that grade. And a county employee who has rendered twenty-five (25) years of continuous full-time service, shall be entitled on the first day of the fiscal year following completion of such service, to receive an additional increment of the employee's grade. Additional longevity increments shall be paid to County employees for continuous full-time services as follows.

<u>After Continuous Completion of</u>	<u>Longevity Schedule</u>
7 th through 12 th year	\$500
13 th through 18 th year	\$1000
19 th and succeeding years	\$1500

As in the past, longevity increments are continuous. But when a recipient reaches a new longevity level, it does not compound on his/her prior longevity. In addition, they are not figured in, during across-the-board salary raises.

Effective January 1, 2002, longevity schedule is as follows:

6. Procedure For Granting Increments (Annual)

Each Department Head of Appointing Authority shall review annually the salary of each employee within their department for the purpose of determining whether or not the employee shall be recommended for an increment. All personnel records, including attendance tardiness and length of service, shall be considered in making recommendations to the Board of Supervisors with primary emphasis on the evaluation of service rendered in the past year. Annual increments apportioned over the Fiscal Year, shall be included in the pay check of eligible employees commencing with the first pay-roll of the Fiscal Year.

To be eligible for an increment at the commencement of the following Fiscal Year, new County employees shall be full time employees prior to July 1st. A full time employee that advances to a higher grade shall be eligible for an annual increment at the commencement of the following Fiscal Year, provided that the new grade was attained prior to July 1st.

7. Transfer or Reassignment

Upon transfer or reassignment to a new position, there shall be no immediate change in the annual salary of an employee unless his salary at the time of such transfer or reassignment is below the minimum of the salary grade to which the new position is allocated. Should an employee be reassigned or transferred to a position title which is allocated to a salary grade having a higher salary range than the grade from which he was reassigned, such transfer or reassignment shall be considered a promotion and the legal provisions governing promotions shall apply.

8. Temporary Assignment to a Position Allocated to a Higher Salary Grade

If an employee is temporarily assigned to a position allocated to a higher salary grade, his salary shall be raised to the next higher increment level of such higher grade. Upon reassignment to his original position, he shall return to his original increment level unless he has earned additional increments during the reassignment period, in which case his salary shall be increased to the same increment level in his original position.

9. Reinstatements

An employee who is reinstated to a position which is allocated to a specific salary grade shall be paid an annual salary within the salary range for the position to which they are re instated, but in no instance shall such annual salary exceed the salary they received at the time he vacated his position.

10. An employee who bumps, retreats or displaces downward shall have as their salary the greater of the following:

If hired before July 1 in a given year and has never left the pay grade,
can go to the next step at the new lower grade; or

An employee who has been promoted to a higher pay grade and is
subsequently demoted, can resume at the step where they would have
been in the lower pay grade, but for the promotion.

APPENDIX C
GRIEVANCE PROCEDURE

PREAMBLE

It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to grievances through procedures under which parties may present grievances free from coercion, restraint or reprisal.

Section 1. Definitions

- a. "Employee" shall mean any person(s) covered by this agreement as provided for under Article II - Bargaining Unit.
- b. "Employer" shall mean the County of Schoharie and its representatives.
- c. "Association or Union" shall mean the Civil Service Employees Association and its representatives.
- d. "Grievance" shall mean any claimed violation, misinterpretation or improper application of this Agreement or of any laws, rules, procedures, regulations, administrative order or work rules of the Employer, or those matters affecting employees' health or safety, physical facilities, materials or equipment furnished to the employees or supervision of employees.
- e. "Supervisor" shall mean the employee on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work.
- f. "Days" shall mean all days other than Saturday, Sunday and holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

Section 2. Rights of the Parties

A. Right of Grievant

1. The grievant may select the Unit President or their designee and/or a CSEA staff representative to assist them in the processing and/or preparing of grievances, except that no representative may be present from any employee organization other than CSEA.

B. Rights of the Association

1. The Association shall receive a copy of any written Grievance, including supporting materials attached thereto and submitted therewith, and/or any decision rendered pursuant to this procedure.

2. The Association shall have the right to submit briefs to support or refute allegations of any party in a grievance.

3. The Association shall have the right to submit grievances on its own behalf.

C. Mutual Rights

In the event of the failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the employer or his representative fails to make a decision within the required time period, the grievant shall proceed to the next stage.

Section 3. Presentation

STEP ONE - IMMEDIATE SUPERVISOR

1. An employee who claims to have a grievance shall present his written grievance to his/her supervisor or department head within (15) days of its occurrence or from when the employee should have become aware of the grievance.

2. The immediate supervisor shall meet with the parties to resolve the grievance within (5) days. After the meeting, he shall render a decision in writing within (5) days.

STEP TWO - DEPARTMENT HEAD

The aggrieved party, if not satisfied with the decision at Step One may within (10) days request a review by the Department Head or his designee. Such request is to be in writing with a copy to the immediate supervisor. The Department Head or his designee shall convene a conference within (10) days after receipt of the request for said conference. The Department Head or his designee shall render a decision in writing within (5) days after the conclusion of the conference with copies to the aggrieved party and his representative.

STEP THREE - BOARD OF SUPERVISORS

The aggrieved party, if not satisfied with the decision at Step Two, may within (10) days request in writing a conference with the Grievance Committee of the Board of Supervisors. The conference shall be held within (10) days after it is requested and a decision shall be made within (5) days after the conclusion of the conference, copies of the decision to the aggrieved party and his representative.

STEP FOUR - ARBITRATION

In case of grievances concerning the interpretation of this Agreement or breaches or claimed breaches, only CSEA may substitute itself for the aggrieved party and appeal an unsatisfactory decision at Step Three in accordance with the rules of the Public Employee Relations Board. Said appeal must be made within (20) days after receipt of the Step Three decision. The decision arrived at shall be final and binding upon both parties to the agreement, subject to appeal in accordance with the terms of Article 75 of the CPLR.

The fees and expenses of the arbitration shall be borne equally by the parties.

The arbitrator shall hold a hearing within (20) days after he has been selected and should render a decision within (20) days after the hearing has been concluded.

The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor to render any decision which contravenes established law, regulation or ordinance.

GENERAL CONSIDERATIONS

1. All grievances discussions, meetings, conferences and hearings shall be conducted as much as possible during the normal work day.
2. The time limits at any step may be extended by written mutual consent of the parties.
3. All necessary and reasonable time the employee requires shall be granted for preparation of his grievance at all stages; said time to be considered not chargeable to any of the employee's accrued leave.

APPENDIX D

EMPLOYEE EVALUATION PROCEDURE

All employees of the bargaining unit who have rendered at least six months' service in any calendar year shall be evaluated in accordance with this Form and Evaluation Procedure.

APPENDIX E
NON-WORK RELATED SUBPOENA

When a County employee receives a subpoena to appear before a government agency or court of law, concerning an incident not related directly to his/her own County employment duties, said employee may attend pursuant to the subpoena, but will be required to charge leave credits, including personal leave and vacation leave.

APPENDIX F
FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

Section 1, Purpose

To outline the conditions and procedures under which an employee is entitled to time off for a limited period, as required by the federally enacted Family and Medical Leave Act ("FMLA").

Section 2, Definitions

A. "Family and/or medical leave of absence" shall be defined as an approved absence available to eligible employees for up to twelve weeks of leave per year under particular circumstances. Leave may be taken:

- * Upon the birth of the employee's child;
- * Upon placement of a child with the employee for adoption or foster care;
- * When the employee is needed to care for a child, spouse or parent who has a serious health condition; or
- * When the employee is unable to perform the functions of his/her position because of a serious health condition.

NOTE: that an employee's entitlement to leave for the birth, adoption or placement for foster care expires at the end of the 12 month period beginning on the date of birth or placement unless the employer permits a longer time.

B. "A serious health condition" will be defined as any illness, injury, impairment or physical or mental condition that involves (but may be limited to) the following:

1. any period of incapacity or treatment in connection with, or following, inpatient care in a hospital, hospice or residential medical care facility; or
2. any period of incapacity that requires absence from regular daily activities of more than three days and that involves continuing treatment by (or under supervision of) a health care provider.

C. "Leave time" may be paid or unpaid, see discussion below.

Section 3, Responsibility

Each Department Head is responsible for ensuring that this policy is communicated to the employees. Questions regarding the intent and interpretation of this policy shall be directed to the County Attorney's Office.

Section 4, Scope

The provisions of this policy shall apply to all covered family and medical leaves of absence for any part of the twelve (12) weeks of leave to which the employee may be entitled.

Section 5, Eligibility

To be eligible for leave under this policy, an employee must have been employed for at least twelve (12) months and must have worked at least 1250 hours during the twelve month period immediately preceding the commencement of the leave.

Section 6, Leave of Absence: Paid or Unpaid

A. For the adoption, or birth or care of child, parent or of a spouse, an eligible employee must use accrued vacation, personal leave time and sick time as provided in the Collective Bargaining Agreement.

B. For an eligible employee's own serious health condition, the employee must use all accrued leave time, including accrued sick leave.

C. In the event the eligible employee has no accrued leave to his/her credit, the leave provided under this policy will be unpaid.

Section 7, Extension of Leave

In the event an employee requires leave in excess of the 12 week maximum described herein, the Department Head, at the Department Head's discretion, may provide additional leave pursuant to the provisions of Article VI. The employee will be responsible for their medical coverage during any extended leave without pay.

Section 8, Permission and Documentation

A. The Employer will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his/her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. The employer may require a second medical opinion and obtain periodic recertification (at its own expense) only when the employer has reason to doubt the initial medical certification. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the employer and the

employee.

B. If medically necessary for a serious health condition of the employee or his/her spouse, child or parent, leave may be taken on an intermittent basis. Intermittent leaves are not permitted for birth or adoption, unless otherwise agreed by the parties.

C. Spouses who are both employed by the Employer, are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or for the care of a sick parent.

Section 9, Notification and Reporting Requirements

A. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and made efforts to schedule leave so as not to disrupt operations of the employer. In cases of illness, the employee will be required to report periodically on his/her leave status and intention to return to work.

B. The term “reasonable prior notice” shall mean “not less than thirty (30) days notice or as soon as practicable.”

Section 10, Coverage

A. Family leaves may be granted for up to twelve (12) weeks during any twelve (12) month period.

B. The Employer may deny reinstatement to an employee who fails to produce a “fitness-for duty” certification to return to work. This requirement applies only where the reason for the leave of absence was the employee’s own serious health condition.

C. Employees on authorized family leaves will be covered for those medical, dental, and other health insurance benefits (with the exclusion of any employee contributions, which must begin prior to family leave) under which they were covered prior to their leave.

D. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence and the employee so notifies the employer, the employer may recover from the employee the cost of the premium paid to maintain the employee’s health insurance coverage, except when the family and medical leave is paid.

Section 11, Procedures

A. Completion of Family and Medical Leave of Absence Notice:

A Family and Medical Leave of Absence form must be originated in duplicate by the employee utilizing the approved form. This notice should be completed in detail, signed by the

employee, submitted to the Department Head for proper approval, and forwarded to the Personnel Office. If possible, the notice should be submitted thirty (30) days in advance of the effective date of the leave.

B. All requests for family and medical leaves of absence due to illness will include the following information:

Sufficient medical certification stating:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition.

C. In addition, for purposes of leave to care for a child, spouse, or parent, the medical certification should give an estimate of the amount of time that the employee is needed to provide such care.

D. For purposes of leave for an employee's own illness, the medical certification must state that the employee is unable to perform the functions of his/her position.

E. In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

Section 12, Return to Duty

An employee returning from leave as covered by this policy is entitled to the same position held when leave began.

Section 13, Effect of Labor Agreement

It is the intent of the employer to provide the standards as articulated in the federal FMLA and as detailed herein.

Section 14, Change in Policy

The County reserves the right to modify this policy as necessitated by law and upon negotiations with CSEA.

