MEMORANDUM OF AGREEMENT BY AND BETWEEN SCHOHARIE COUNTY AND

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME, AFL-CIO FOR THE SCHOHARIE COUNTY UNIT #8550 OF THE SCHOHARIE COUNTY LOCAL # 848

The County is hereinafter referred to as the "County." The Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO for the Schoharie County Unit #8550 of the Schoharie County Local #848 is hereinafter referred to as "CSEA;" and

WHEREAS, the County and CSEA have been engaged in the collective bargaining process for purposes of attempting to achieve an agreement to cover the terms and conditions of employment for the employees of Schoharie County representation by CSEA; and

WHEREAS, the previous Collective Bargaining Agreement between the parties had an effective date of January 1, 2016 through December 31, 2016; and

WHEREAS, the result of negotiations, mediation and fact finding between the parties led the parties to a tentative agreement.

NOW, THEREFORE, the County and CSEA agree as follows:

- 1. The terms and conditions set forth in the Agreement, which expired on December 31, 2016, shall be carried forward with full force and effect unless modified herein.
- 2. This Memorandum of Agreement is subject to ratification by the membership of CSEA and the Board of Supervisors of Schoharie County.
- 3. **ARTICLE III COMPENSATION SECTION 1.** shall be replaced with the following language.

SECTION 1.

The salary schedule in effect on January 1, 2017, shall remain in effect for 2017. Longevity increments will be paid where due.

The salary schedule in effect on January 1, 2017, shall remain in effect for 2018. Longevity increments will be paid where due.

Effective January 1, 2019, for those employees on the payroll as of that date, the County agrees to provide a four and a quarter (4.25%) percent increase on 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) as per the past practice.

Effective January 1, 2020, for those employees on the payroll as of that date, the County agrees to provide a two and a tenth (2.10%) percent increase on 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) as per the past practice.

Effective January 1, 2021, for those employees on the payroll as of that date, the County agrees to provide a two and a quarter (2.25%) percent increase on 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) as per the past practice.

Effective January 1, 2022, for those employees on the payroll as of that date, the County agrees to provide a two and a quarter (2.25%) percent increase on 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) as per the past practice.

Effective January 1, 2023, for those employees on the payroll as of that date, the County agrees to provide a two and a quarter (2.25%) percent increase on 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) as per the past practice.

4. ARTICLE V HEALTH PLANS

SECTION 1. HEALTH INSURANCE

Effective May 1, 2019, the County is authorized to replace the current CDPHP Health Insurance Alternative with a new CDPHP Consumer Driven Plan. When the Consumer Driven Plan becomes available to members of the bargaining unit, Section 1 shall be amended as follows:

a. May 1, 2019 or as soon thereafter as practicable and feasible, the health plans offered to members of this bargaining unit shall be the NYSHIP Empire Plan, with medical and psychiatric enhancements, and the Capital District Physicians Health Plan Consumer Driven exclusive provider organization plan with a national network coverage. Initially, this plan will have a five thousand (\$5000) dollar individual and a

ten thousand (\$10,000) dollar two-person (when offered) and family deductible. Effective May 1, 2019, the employee/retiree will be responsible for zero (\$0) dollars of the deductible for individual coverage and the employee/retiree will be responsible for zero (\$0) dollars of the deductible for two-person and family coverage. The County will have the responsibility for funding the deductible through a County-funded Health Reimbursement Account. The amount of the deductibles can be changed by the County; however, the employee/retiree responsibility will remain at \$0 for 2019.

b. Effective January 1, 2020, the employee/retiree will be responsible for the first one hundred twenty-five (\$125) dollars of the deductible of an individual plan and for the first two hundred fifty (\$250) dollars of the deductible of a two-person plan or a family plan.

Effective January 1, 2021, the employee/retiree will be responsible for the first two hundred fifty (\$250) dollars of the deductible of an individual plan and for the first five hundred (\$500) dollars of the deductible of a two-person plan or a family plan.

For retirees who move out of the area of coverage and are Medicare eligible, the County will pay towards a Medicare Advantage Plan (payment to the insurer) the same amount as if they still lived in the Schoharie County coverage area and were covered by CDPHP Medicare Advantage Plan. If the cost of the alternative Medicare Advantage Plan is less than what would have been paid for in the area, than that is the amount the County will pay.

- c. Effective May 1, 2019, with the implementation of the paragraphs "a" and "b" above, the following premium contributions shall be applicable to these health insurance plans:
 - NYSHIP Individual 17.5% of the premium; Family 25% of premium
 - CDPHP Consumer Driven Plan: Individual 5% of the premium; Two- Person and Family 15% of the premium.
- d. Retirees both pre and post Medicare Eligible, will contribute towards their respective premium at the same percentage in effect in the collective bargaining agreement that was in effect at the time of their retirement.
- e. For retirees over the age of 65 covered by this agreement, the County will provide a Medicare Advantage plan, which may include co-pays rather than an HRA, substantially equivalent to the current CDPHP Consumer Driven Health Plan. County will continue to pay Part B Medicare premiums.

- f. Medicare Part B will be paid by the employer for retirees.
- g. For retirees who move out of the area of coverage and are Medicare eligible, the County will pay towards a Medicare Advantage Plan (payment to the insurer) the same amount as if they still lived in the Schoharie County coverage area and were covered by the CDPHP Medicare Advantage Plan. If the cost of the alternative Medicare Advantage Plan is less than what would have been paid for in the local area, then that is the amount the County will pay.
- h. Part-time employees are eligible to participate in Health Care benefits at their own cost.

SECTION 2. DENTAL

a. The County will pay for dental effective upon ratification by CSEA membership and approval of the Board of Supervisors.

5. ARTICLE VIII. LEAVES

SECTION 2. Sick Leave:

Delete "immediate" family add "step child, step parent, mother-in-law, father-in-law"

SECTION 5. Bereavement Leave:

Eliminate requirement for an employee to be with the County for six (6) months waiting period; leave at three days (or current amount); add "step child and step parent"; change at the permission of the "employer" to "department head."

6. ARTICLE X. HOLIDAYS

SECTION 1. List of Holidays:

Add: Christmas Eve

7. ARTICLE XII. DISCIPLINARY PROCEDURE

SECTION 1. Discipline for Just Cause:

1.1. Change eighteen (18) months to twelve (12) months.

8. APPENDIX B LONGEVITY

5. Longevity Increments

Effective January 1, 2020:

7th through 12th year \$1000 13th through 18th year \$1500 19th and succeeding years \$2000

9. APPENDIX D EMPLOYEE EVALUATION PROCEDURE

New Evaluation Form:

- a. Add instruction sheet;
- b. Replace "appointing authority" with "department head";
- c. Add space for comments at the end of the document;
- d. Add to instruction sheet that evaluations are to be completed within thirty (30) days of the employees' anniversary date, sand that form should be completed by the supervisor or in such case there is no such supervisor, the department head.

10. MOVED to L/M meetings:

- a. Leap Year
- b. 4 days / 10-hour workdays

BY CSEA:		BY COUNTY:
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Dated:		Dated: