

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

JANUARY 1, 2017 - DECEMBER 31, 2025

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ARTICLE I
RECOGNITION AND DEDUCTIONS

SECTION 1

Exclusive Recognition:

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

Deductions:

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.

SECTION 3

No-Strike Affirmation:

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

Credit Union Deductions:

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

Unit Definition:

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

Exempt Positions:

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
- Deputy Commissioner of Public Works
- Confidential Secretary to DSS Commissioner and Social Services Attorney

ARTICLE III
COMPENSATION

SECTION 1

Salary:

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.

The salary schedule in effect on January 1, 2017, shall remain in effect for 2019. Longevity increments will be paid where due.

Effective January 1, 2020, for those employees on the payroll as of that date, the County agrees to provide a five and one-half (5.50%) 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 (2.00%) 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 (2.00%) 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 (2.00%) 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, 2024, for those employees on the payroll as of that date, the County agrees to provide a two (2.00%) 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, 2025, for those employees on the payroll as of that date, the County agrees to provide a two (2.00%) 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.

SECTION 2

Step Schedule:

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 June and December of each year. The maximum accumulation which an employee may have at any given time is eighty (80) hours. However, the maximum amount an employee may carry over to the following year is forty (40) hours.

SECTION 8

Call out Schedule: 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. In the Department of Public Works, The Commissioner may employ former employees who have

retired from County employment who are otherwise qualified to perform the duties involved in the assignment when there are insufficient numbers of current employees volunteering to provide the required overtime services. In the event the former employees are insufficient to fulfill the County's needs or the employment of former employees is not practical, the Commissioner may assign employees as provided earlier in this section.

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

Health Insurance:

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.

Employees hired on or after May 1, 2013 who enroll in the CDPHP Plan will contribute ten percent (10%) of premium for individual coverage and twenty-five percent (25%) of the difference in the individual coverage premium and the family premium. If the employee chooses to enroll in NYSHIP, they will pay one hundred percent (100%) of the difference in premiums between NYSHIP and CDPHP, in addition to the above-referenced premium co-payments.

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. In the event that CDPHP offers the County a three-tier program (single, two-person, family), the County can implement that program upon thirty (30) days notice to CSEA.

E. 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. Prerequisites 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 except that employees hired on or after May 1, 2013 must have served as an active employee of Schoharie County for a continuous fifteen (15) 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.

Effective May 1, 2020, 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, 2020 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, 2020, 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 2020.

b. Effective January 1, 2021, 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, 2022, 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. These deductibles will remain the same unless and until they are changed in future collective bargaining.

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, 2020, 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 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.
- E. For employees who enroll in the CDPHP EPO Plan or take the health insurance buyout, the County will pay the full cost of individual and family coverage for the Empire Blue Cross Indemnity Plan in effect on January 1, 2020.

SECTION 3

Optical Insurance:

A. 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.

B. For employees who enroll in the CDPHP EPO Plan or take the health insurance buyout, the County will pay the full cost of individual and family coverage for the CSEA Employee Benefit Fund Platinum-12 Plan.

SECTION 4

Effective with the implementation of the CDPHP EPO Plan, employees who enroll in that plan or receive a buyout will receive an annual lump sum Health Insurance Incentive (HII) according to their completed years of full time service with the County as follows:

5 – 9 years	\$250
10 – 14 years	\$500
15 – 19	\$750
20 years and above	\$1,000

This HII will sunset and expire on December 31, 2025.

SECTION 5

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.
- F. Effective January 1, 2013, County employees who are married to another County employee with no dependents will be required to be enrolled in individual coverage with no buyout. Employees who are married to another employee of the County with dependents will be required to be enrolled in family coverage with one employee becoming a dependent on the coverage of the other employee with no buyout. In each of the above scenarios, the County will pay the full premium for the coverage provided. For employees hired on or after January 1, 2013, who may be married to another County

employee — if both require County sponsored health insurance, there will be no buyout and premium co-pays will be paid by the employee(s).

ARTICLE VI
SPECIAL ALLOWANCES

SECTION 1

Nurse Uniform Allowance:

- 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:

Protective work clothing shall be provided by the County for welders in the Schoharie County Department of Public Works, Highway Division.

SECTION 3

Replacement of Eyeglasses:

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

Replacement of Equipment:

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

Tuition Reimbursement:

- 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.

SECTION 6

Boot Program:

The County will establish a program to provide for either the payment for, the reimbursement for or the providing of a boot allowance or boots to qualified members of the Department of Public Works, Highway Division and Building and Grounds Division. Clerical staff and cleaners will not be eligible for the reimbursement. In addition, the mechanics employed in the Transportation Department will be eligible for this program. The annual allowance for each individual eligible for the boot program shall be \$150.00.

The County and CSEA recognize that the establishment of this program is beneficial for both the County and the employees. The DPW Commissioner will meet with designated representatives to discuss the establishment and implementation of the boot program. Ultimately, it will be the DPW Commissioner's responsibility for setting up the program. All individuals who are eligible for the program will be required to wear the approved work boots while they are on the job.

The Commissioner will take into account the nature of the various jobs performed by the eligible employees and will specify boots that comply with applicable federal and state regulations. Effective with the calendar year 2013, and annually thereafter, the County will provide an amount of money equal to \$100 per bargaining unit member employed in the Department of Public Works who is currently eligible for a boot allowance. DPW employees in the title of cleaner, in addition to those who currently receive a boot allowance, will receive a \$100 clothing allowance. The purpose of this additional stipend is to provide for the purchase of clothing to be worn during work hours. The type and specifications of this clothing shall be agreed upon through Labor Management meetings conducted by CSEA representatives employed in the Department of Public Works and the Commissioner of DPW.

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 hired on or before April 30, 2013 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:

<u>AFTER SERVICE OF</u>	<u>VACATION ACCRUED</u>
Less than 5 years	1 day per month
5 years	1 1/2 days per month
14 years	2 days per month

All full-time employees hired on or after May 1, 2013 shall accrue vacation leave according to the following schedule, except that no such vacation leave shall be granted until at least six (6) months service shall have been completed:

Less than 8 years	1 day per month
8 years or more, but less than 18 years	1 1/2 days per month
More than 18 years	1 3/4 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 hired on or before April 30, 2013 shall accrue sick leave according to the following schedule:

<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)

All full-time employees hired on or after May 1, 2013 shall accrue sick leave at one (1) day per month regardless of the number of years of service. 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 family. Family is defined as a spouse, son, daughter, brother, sister, father, mother, grandparents, step child, step parent, mother-in-law or father-in-law. The use of sick leave for illness in the 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. 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.

Effective January 1, 2021, employees will be eligible to utilize up to two weeks of sick leave annually for the care of a live-in domestic partner. A form will be developed setting forth the requirements necessary for an employee to utilize this benefit, which will require the domestic partner to be exclusive, have lived with the employee for at least 6 months sharing expenses, etc.

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 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 out of 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 employed by the County 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, step child, step parent 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 department head to attend the funeral service of other relatives. Part-time employees will be eligible to use one (1) day per year consisting of average number of hours worked per day.

SECTION 6

Leave Of Absence:

Current County permanent employees in a competitive, non-competitive or labor class position who take another position within the County shall receive a leave of absence from the prior permanent position until such time as he or she passes probation or seeks to return to the prior permanent position. This leave of absence may be extended beyond the one year leave.

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, Work Week, Call-Out:

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 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 will 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

Compressed Work Week

A compressed work week or schedule may be mutually agreed upon by the Department Head and individual employee (in advance) that would allow a varied shift length of more or less than 7.5/8.0 hours per day and more or less than 37.5/40 hours per week such that in any pay period the time worked would total 75/80. This may be accomplished in a weekly (37.5/40) or bi-weekly (75/80) pay period basis. Scheduling may be conducted as a whole, however, preference will be decided by seniority and by job title should a scheduling need/conflict arise. Any compressed work week schedule requires the approval of the County Administrator and any such schedule can be canceled by the County Administrator, the Department Head or the affected employee upon two weeks notice. In addition, compressed work weeks that apply to an entire unit or department can be agreed to by CSEA and the County and can be canceled by either upon two weeks notice.

SECTION 4

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 1/2) 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 1/2) 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

List of Holidays:

Employees who are required to work on that day will be given off another day as a holiday.

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 Eve Day
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. If Christmas Eve Day falls on a Sunday, employee will have a floating holiday that may be carried over and used in the next calendar year.
- 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 all county owned staffed facilities and on all floors in County owned staffed facilities.

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

Notification of Layoff:

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

Posting and Appointing:

1. Temporary and seasonal promotions will be posted by the Department Head or designee.
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 all County owned staffed facilities.

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.

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 twelve (12) 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

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 one hour prior to the start of the personnel committee meeting. The Labor Management meeting agenda shall be submitted to the Clerk of the Board one (1) week prior to the Labor Management meeting.

ARTICLE XV

REALLOCATION COMMITTEE

The Reallocation 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-evaluation of positions in the Schoharie County Classified Service, and Committee shall meet during the month of May in each calendar year. For each request (by title) for reallocation, the Unit President shall designate one individual to speak before the Reallocation Committee. Prior to any final decision, the Reallocation Committee shall listen to the merits of the proposal from the individual designated by the Unit President.

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

No Discrimination:

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

Bulletin Board:

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

Grievance Representatives Time-Off:

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

CSEA Leave Time:

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

Illegal Clauses:

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

Re-negotiation of Clauses:

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

Effective Date:

- A. This Agreement shall commence January 1, 2017 and continue in effect until December 31, 2025 or until such time as a new agreement is reached.
- 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, 2025.

SECTION 2

Negotiation Date:

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.

SCHOHARIE COUNTY



Steve Wilson
Schoharie County Administrator



Harold Vroman
Chairman Personnel Committee



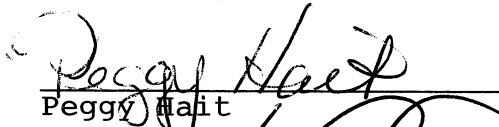
William Federice
Chairman
Schoharie County Board of Supervisors



Leo McAllister



Sandra Manko



Peggy Hait



Alex Luniewski

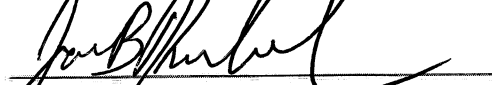


Barb Schaffer

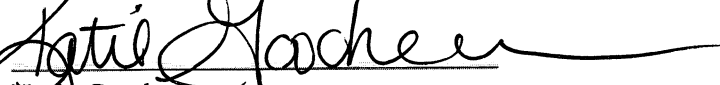
CSEA SCHOHARIE COUNTY UNIT



Richard Cain
CSEA Schoharie County Unit President



John Knoebel
CSEA Schoharie County Unit VP



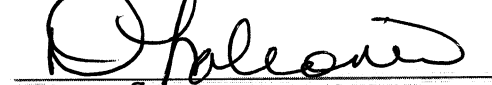
Katie Goodreau
CSEA Schoharie County Unit Secretary



Amy Waxman
CSEA Schoharie County Unit Treasurer



Kim Euler
Negotiating Team Member



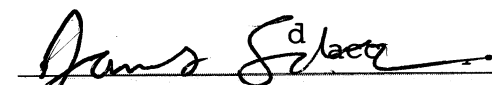
Donna Falconio
Negotiating Team Member



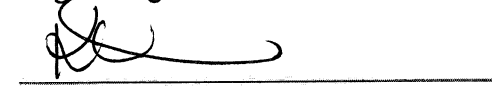
Eva Gigandet
Negotiating Team Member



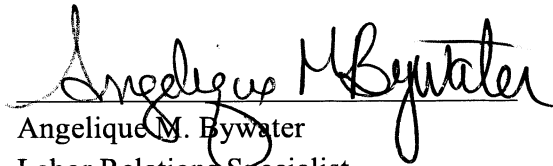
Lori Proudman-Knoebel
Negotiating Team Member



James Schultz
Negotiating Team Member



Kim Shoemaker
Negotiating Team Member


Angelique M. Bywater
Labor Relations Specialist

8/24/2020
Date

Appendix A

Salary Schedule
 Salary schedule for 2017, 2018, 2019 CSEA
 Final Salary Schedule
 Salary increase of 0.50% over last year

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	INC
1	20,959	21,772	22,585	23,398	24,211	25,024	813
2	25,267	26,109	26,951	27,793	28,635	29,477	842
3	25,840	26,714	27,588	28,462	29,336	30,210	874
4	26,427	27,333	28,239	29,145	30,051	30,957	906
5	27,117	28,070	29,023	29,976	30,929	31,882	953
6	27,914	28,910	29,906	30,902	31,898	32,894	996
7	28,771	29,819	30,867	31,915	32,963	34,011	1,048
8	29,742	30,857	31,972	33,087	34,202	35,317	1,115
9	30,885	32,066	33,247	34,428	35,609	36,790	1,181
10	31,975	33,227	34,479	35,731	36,983	38,235	1,252
11	33,706	35,071	36,436	37,801	39,166	40,531	1,365
12	35,353	36,808	38,263	39,718	41,173	42,628	1,455
13	37,135	38,693	40,251	41,809	43,367	44,925	1,558
14	39,153	40,836	42,519	44,202	45,885	47,568	1,683
15	41,324	43,133	44,942	46,751	48,560	50,369	1,809
16	43,698	45,647	47,596	49,545	51,494	53,443	1,949
17	46,242	48,339	50,436	52,533	54,630	56,727	2,097
18	48,955	51,196	53,437	55,678	57,919	60,160	2,241
19	51,890	54,297	56,704	59,111	61,518	63,925	2,407
20	55,048	57,639	60,230	62,821	65,412	68,003	2,591
21	58,417	61,199	63,981	66,763	69,545	72,327	2,782
22	61,923	64,909	67,895	70,881	73,867	76,853	2,986

Salary schedule

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Salary schedule for 2020 CSEA

Final Salary schedule

Salary increase of 5.50% over last year

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Inc
1	22,112	22,970	23,828	24,686	25,544	26,402	858
2	26,657	27,545	28,433	29,321	30,209	31,097	888
3	27,261	28,183	29,105	30,027	30,949	31,871	922
4	27,880	28,836	29,792	30,748	31,704	32,660	956
5	28,608	29,613	30,618	31,623	32,628	33,633	1,005
6	29,449	30,500	31,551	32,602	33,653	34,704	1,051
7	30,353	31,459	32,565	33,671	34,777	35,883	1,106
8	31,378	32,554	33,730	34,906	36,082	37,258	1,176
9	32,584	33,830	35,076	36,322	37,568	38,814	1,246
10	33,734	35,055	36,376	37,697	39,018	40,339	1,321
11	35,560	37,000	38,440	39,880	41,320	42,760	1,440
12	37,297	38,832	40,367	41,902	43,437	44,972	1,535
13	39,177	40,821	42,465	44,109	45,753	47,397	1,644
14	41,306	43,082	44,858	46,634	48,410	50,186	1,776
15	43,597	45,505	47,413	49,321	51,229	53,137	1,908
16	46,101	48,157	50,213	52,269	54,325	56,381	2,056
17	48,785	50,997	53,209	55,421	57,633	59,845	2,212
18	51,648	54,012	56,376	58,740	61,104	63,468	2,364
19	54,744	57,283	59,822	62,361	64,900	67,439	2,539
20	58,076	60,810	63,544	66,278	69,012	71,746	2,734
21	61,630	64,565	67,500	70,435	73,370	76,305	2,935
22	65,329	68,479	71,629	74,779	77,929	81,079	3,150

Salary schedule

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Salary schedule for 2021 CSEA

Final Salary schedule

Salary increase of 2.00% over last year

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Inc
1	22,554	23,429	24,304	25,179	26,054	26,929	875
2	27,190	28,096	29,002	29,908	30,814	31,720	906
3	27,806	28,746	29,686	30,626	31,566	32,506	940
4	28,438	29,413	30,388	31,363	32,338	33,313	975
5	29,180	30,205	31,230	32,255	33,280	34,305	1,025
6	30,038	31,110	32,182	33,254	34,326	35,398	1,072
7	30,960	32,088	33,216	34,344	35,472	36,600	1,128
8	32,006	33,206	34,406	35,606	36,806	38,006	1,200
9	33,236	34,507	35,778	37,049	38,320	39,591	1,271
10	34,409	35,756	37,103	38,450	39,797	41,144	1,347
11	36,271	37,740	39,209	40,678	42,147	43,616	1,469
12	38,043	39,609	41,175	42,741	44,307	45,873	1,566
13	39,961	41,638	43,315	44,992	46,669	48,346	1,677
14	42,132	43,944	45,756	47,568	49,380	51,192	1,812
15	44,469	46,415	48,361	50,307	52,253	54,199	1,946
16	47,023	49,120	51,217	53,314	55,411	57,508	2,097
17	49,761	52,017	54,273	56,529	58,785	61,041	2,256
18	52,681	55,092	57,503	59,914	62,325	64,736	2,411
19	55,839	58,429	61,019	63,609	66,199	68,789	2,590
20	59,238	62,027	64,816	67,605	70,394	73,183	2,789
21	62,863	65,857	68,851	71,845	74,839	77,833	2,994
22	66,636	69,849	73,062	76,275	79,488	82,701	3,213

Salary schedule

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Salary schedule for 2022 CSEA

Final Salary schedule

Salary increase of 2.00% over last year

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Inc
1	23,005	23,898	24,791	25,684	26,577	27,470	893
2	27,734	28,658	29,582	30,506	31,430	32,354	924
3	28,362	29,321	30,280	31,239	32,198	33,157	959
4	29,007	30,002	30,997	31,992	32,987	33,982	995
5	29,764	30,810	31,856	32,902	33,948	34,994	1,046
6	30,639	31,732	32,825	33,918	35,011	36,104	1,093
7	31,579	32,730	33,881	35,032	36,183	37,334	1,151
8	32,646	33,870	35,094	36,318	37,542	38,766	1,224
9	33,901	35,197	36,493	37,789	39,085	40,381	1,296
10	35,097	36,471	37,845	39,219	40,593	41,967	1,374
11	36,996	38,494	39,992	41,490	42,988	44,486	1,498
12	38,804	40,401	41,998	43,595	45,192	46,789	1,597
13	40,760	42,471	44,182	45,893	47,604	49,315	1,711
14	42,975	44,823	46,671	48,519	50,367	52,215	1,848
15	45,358	47,343	49,328	51,313	53,298	55,283	1,985
16	47,963	50,102	52,241	54,380	56,519	58,658	2,139
17	50,756	53,057	55,358	57,659	59,960	62,261	2,301
18	53,735	56,194	58,653	61,112	63,571	66,030	2,459
19	56,956	59,598	62,240	64,882	67,524	70,166	2,642
20	60,423	63,268	66,113	68,958	71,803	74,648	2,845
21	64,120	67,174	70,228	73,282	76,336	79,390	3,054
22	67,969	71,246	74,523	77,800	81,077	84,354	3,277

Salary schedule

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Salary schedule for 2023 CSEA

Final Salary schedule

Salary increase of 2.00% over last year

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Inc
1	23,465	24,376	25,287	26,198	27,109	28,020	911
2	28,289	29,231	30,173	31,115	32,057	32,999	942
3	28,929	29,907	30,885	31,863	32,841	33,819	978
4	29,587	30,602	31,617	32,632	33,647	34,662	1,015
5	30,359	31,426	32,493	33,560	34,627	35,694	1,067
6	31,252	32,367	33,482	34,597	35,712	36,827	1,115
7	32,211	33,385	34,559	35,733	36,907	38,081	1,174
8	33,299	34,547	35,795	37,043	38,291	39,539	1,248
9	34,579	35,901	37,223	38,545	39,867	41,189	1,322
10	35,799	37,200	38,601	40,002	41,403	42,804	1,401
11	37,736	39,264	40,792	42,320	43,848	45,376	1,528
12	39,580	41,209	42,838	44,467	46,096	47,725	1,629
13	41,575	43,320	45,065	46,810	48,555	50,300	1,745
14	43,835	45,720	47,605	49,490	51,375	53,260	1,885
15	46,265	48,290	50,315	52,340	54,365	56,390	2,025
16	48,922	51,104	53,286	55,468	57,650	59,832	2,182
17	51,771	54,118	56,465	58,812	61,159	63,506	2,347
18	54,810	57,318	59,826	62,334	64,842	67,350	2,508
19	58,095	60,790	63,485	66,180	68,875	71,570	2,695
20	61,631	64,533	67,435	70,337	73,239	76,141	2,902
21	65,402	68,517	71,632	74,747	77,862	80,977	3,115
22	69,328	72,671	76,014	79,357	82,700	86,043	3,343

Salary schedule

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Salary schedule for 2024 CSEA

Final Salary schedule

Salary increase of 2.00% over last year

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Inc
1	23,934	24,863	25,792	26,721	27,650	28,579	929
2	28,855	29,816	30,777	31,738	32,699	33,660	961
3	29,508	30,506	31,504	32,502	33,500	34,498	998
4	30,179	31,214	32,249	33,284	34,319	35,354	1,035
5	30,966	32,054	33,142	34,230	35,318	36,406	1,088
6	31,877	33,014	34,151	35,288	36,425	37,562	1,137
7	32,855	34,052	35,249	36,446	37,643	38,840	1,197
8	33,965	35,238	36,511	37,784	39,057	40,330	1,273
9	35,271	36,619	37,967	39,315	40,663	42,011	1,348
10	36,515	37,944	39,373	40,802	42,231	43,660	1,429
11	38,491	40,050	41,609	43,168	44,727	46,286	1,559
12	40,372	42,034	43,696	45,358	47,020	48,682	1,662
13	42,407	44,187	45,967	47,747	49,527	51,307	1,780
14	44,712	46,635	48,558	50,481	52,404	54,327	1,923
15	47,190	49,256	51,322	53,388	55,454	57,520	2,066
16	49,900	52,126	54,352	56,578	58,804	61,030	2,226
17	52,806	55,200	57,594	59,988	62,382	64,776	2,394
18	55,906	58,464	61,022	63,580	66,138	68,696	2,558
19	59,257	62,006	64,755	67,504	70,253	73,002	2,749
20	62,864	65,824	68,784	71,744	74,704	77,664	2,960
21	66,710	69,887	73,064	76,241	79,418	82,595	3,177
22	70,715	74,125	77,535	80,945	84,355	87,765	3,410

Salary schedule

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Salary schedule for 2025 CSEA

Final Salary schedule

Salary increase of 2.00% over last year

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Inc
1	24,413	25,361	26,309	27,257	28,205	29,153	948
2	29,432	30,412	31,392	32,372	33,352	34,332	980
3	30,098	31,116	32,134	33,152	34,170	35,188	1,018
4	30,783	31,839	32,895	33,951	35,007	36,063	1,056
5	31,585	32,695	33,805	34,915	36,025	37,135	1,110
6	32,515	33,675	34,835	35,995	37,155	38,315	1,160
7	33,512	34,733	35,954	37,175	38,396	39,617	1,221
8	34,644	35,942	37,240	38,538	39,836	41,134	1,298
9	35,976	37,351	38,726	40,101	41,476	42,851	1,375
10	37,245	38,703	40,161	41,619	43,077	44,535	1,458
11	39,261	40,851	42,441	44,031	45,621	47,211	1,590
12	41,179	42,874	44,569	46,264	47,959	49,654	1,695
13	43,255	45,071	46,887	48,703	50,519	52,335	1,816
14	45,606	47,567	49,528	51,489	53,450	55,411	1,961
15	48,134	50,241	52,348	54,455	56,562	58,669	2,107
16	50,898	53,169	55,440	57,711	59,982	62,253	2,271
17	53,862	56,304	58,746	61,188	63,630	66,072	2,442
18	57,024	59,633	62,242	64,851	67,460	70,069	2,609
19	60,442	63,246	66,050	68,854	71,658	74,462	2,804
20	64,121	67,140	70,159	73,178	76,197	79,216	3,019
21	68,044	71,285	74,526	77,767	81,008	84,249	3,241
22	72,129	75,607	79,085	82,563	86,041	89,519	3,478

GRADE**TITLES**

1	Recreation Helper	
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2		
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3		
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4		
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5	Cleaner Emergency Medical Technician	Office & Keyboard Worker
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6	Laborer I Mailroom Clerk Mechanic's Helper	Recreation Assistant Tax Map Technician-Trainee
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7	Account Clerk-Typist Aging Services Aide Aging Services Assistant Community Services Worker Custodian	Motor Vehicle Clerk Personnel Clerk Senior Office & Keyboard Worker Tax Clerk
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8	Administrative Support I Buildings & Grounds Laborer Casework Assistant Community Mental Health Aide	Laborer II Personal Care Aide Recreation Supervisor Senior Account Clerk-Typist
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9	Adventure Program Specialist Motor Equipment Operator I	Planner Assistant Tax Map Technician
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10	Administrative Support II Aging Services Specialist Bridge Maintenance Worker Children's Program Assistant Human Service Assistant Motor Equipment Operator IIB Motor Vehicle Representative I Parts Handler Principal Account Clerk-Typist	Public Works Office Assistant Real Property Tax Service Aide Recovery Peer Advocate Senior Personnel Clerk Senior Tax Clerk Social Services Specialist Tire Repairer Youth Bureau Assistant
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11	Assistant Maintenance Mechanic Motor Equipment Operator IIA Public Health Technician	Records Retention Coordinator Social Welfare Examiner Support Investigator
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12	Administrative Support III Bridge Maintenance Worker II Computer Support Specialist Employment Representative GIS Technician Junior Tax Coordinator Legal Assistant	Motor Vehicle Representative II Office Manager Paramedic Payroll Assistant Sign Maintenance Worker Social Services Investigator Youth Program Coordinator Assistant
13	Aging Services Specialist II Automotive Mechanic Chemical Dependencies Counselor Department Business Manager I Fleet Coordinator Maintenance Mechanic Motor Equipment Operator III	Personnel Assistant Probation Assistant Public Works Office Assistant II Senior Social Welfare Examiner Safety Officer Senior Support Investigator
14	911 GIS Technician Bridge Supervisor Deputy Coordinator of Emergency Medical Services Early Intervention Service Coordinator Highway Supervisor Information Systems Specialist	Junior Accountant Probation Officer-Trainee Real Property Tax Service Aide II Senior Computer Support Specialist Senior Tax Map Technician
15	Aging Services Supervisor Assistant Public Works Supervisor Caseworker Credentialed Chemical Dependencies Counselor Department Business Manager II Mental Health Advocacy Care Manager	Motor Vehicle Representative Supervisor Museum Curator & Collections Manager Planner Preschool Special Needs Assistant Weights & Measures Inspector I
16	Director of Taxes Employment Coordinator Principal Social Welfare Examiner	Probation Officer Senior Caseworker
17	Accounting Supervisor (Grade B) Behavioral Health Nurse-RN Child Support Enforcement Coordinator Network Specialist Public Health Educator Registered Professional Nurse	Senior Mental Health Advocacy Care Manager Senior Probation Officer Senior Social Services Investigator Special Educator Staff Clinician Supervisor of Building Maintenance
18	C.C.S.I./S.P.O.A. Program Coordinator Deputy Director of Real Property Tax Services I Geographic Information System Specialist Preschool Special Needs Coordinator	Public Health Preparedness Coordinator Public Health Sanitarian Public Works Administrator Public Works Supervisor

Public Health Nurse

Quality Assurance Coordinator

19 Accountant & Budget Analyst
Computer Programmer-Analyst
Head Social Welfare Examiner
Network Administrator
Public Health Educator II

Public Health Educator II
Senior Planner
Staff Social Worker-Community Services
Supervising Public Health Nurse

20 C.D. Clinic Program Coordinator
Community Services Analyst
Menal Hygiene Services Administrator

Payroll Administrator
Probation Supervisor
Services Coordinator

21 Speech-Language Pathologist-C.C.C.

22

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 (20) 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.

Effective January 1, 2013, the evaluation procedure attached hereto will be utilized on an annual basis to evaluate all members of the bargaining unit. A step/increment will be denied for an unacceptable or unsatisfactory evaluation. If an evaluation results in an individual not receiving a step/increment, the individual may appeal the evaluation to the Personnel Committee of the Board of Supervisors.

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 reinstated, 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. Evaluations are to be completed within thirty (30) days of the employees' anniversary date, and that form should be completed by the supervisor or, in such case there is no supervisor, the department head.

EMPLOYEE EVALUATION FORM INSTRUCTIONS

Employee Evaluation forms should be completed in their entirety:

1. The Immediate Supervisor should complete this form at the least once during the probationary period of the employee – (6 months after hire date). The evaluation form may be completed more often if necessary.
2. The immediate Supervisor must complete this evaluation form within 30 days of the anniversary date of the employee annually.
3. The immediate supervisor shall then go over the completed evaluation form with the Department Head.
4. The Department Head and the Immediate supervisor should then meet and go over the evaluation with the employee
5. The employee may want the opportunity to take the evaluation form after the meeting so that they may make comments about the evaluation form at their leisure.
6. This form should be returned by the employee to the immediate supervisory within 5 working days of the meeting.
7. The heading of the evaluation form must be completed by the immediate supervisor.
8. If rating the employee and there are concerns please make sure that you (immediate supervisor) explain those concerns to the employee, because if the employee doesn't know about them how are they able to try and correct the concerns.
9. Once everyone has had the opportunity to discuss or write their comments, the form then should be delivered to the Personnel Office.
10. The Personnel Officer will review the evaluation and sign off on it.
11. The evaluation form then becomes a permanent document in the employee's personnel file.

SCHOHARIE COUNTY EMPLOYEE PERFORMANCE EVALUATION

Employee: _____ Title: _____ Department: _____

Date of Employment: _____ Date on Present Job: _____ Rating Period: _____ to _____

Type of Evaluation: Annual Probationary= 2 Months 4 Months 0 6 Months

Recommendation: Retain: Terminate: _____ Extend Probation:

Evaluator: _____ Date: _____

QUALITY OF WORK	RATING	EXAMPLES OR INCIDENTS OF PERFORMANCE
Accuracy		
Neatness		
Organization		
Thoroughness		
Competency		
Application of knowledge		
AVERAGE RATING		

QUANTITY AND	RATING	EXAMPLES OR INCIDENTS OF PERFORMANCE
Amount of work/results produced		
Completion of work on schedule		
AVERAGE RATING		

RATINGS: 5= Outstanding; 4= Commendable; 3= Standard; 2= Needs Improvement; 1= Unacceptable. Definitions on Page 6.

WORK HABITS	RATING	EXAMPLES OR INCIDENTS OF PERFORMANCE
Efficiency		
Reliability		
Punctuality		
Dependability		
Care of Equipment		
Policy Development and Implementation		
Organization of time, materials & staff		
Attentiveness		
AVERAGE RATING		

ATTITUDE	RATING	EXAMPLES OR INCIDENTS OF PERFORMANCE
Enthusiasm		
Interest		
Flexibility		
Perseverance		
AVERAGE RATING		

RATINGS: 5= Outstanding; 4= Commendable; 3= Standard; 2= Needs Improvement; 1= Unacceptable. Definitions on Page 6.

JOB KNOWLEDGE	RATING	EXAMPLES OR INCIDENTS OF PERFORMANCE
Knowledge of Job		
Depth of Job Skills		
Judgment and Decision-Making		
AVERAGE RATING		

INITIATIVE AND RESPONSIBILITY	RATING	EXAMPLES OR INCIDENTS OF PERFORMANCE
Ability to Take Independent Action		
Identify and Correct Errors		
Foresees emerging issues and acts appropriately		
Responsible Action Under Stress		
AVERAGE RATING		

INTER-PERSONAL RELATIONS AND COMMUNICATIONS	RATING	EXAMPLES OR INCIDENTS OF PERFORMANCE
Cooperation with Associates and Public		
Courtesy and Respect		
Oral and Written Communications		
Tact and Diplomacy		
Appearance		
AVERAGE RATING		

RATINGS: 5= Outstanding; 4= Commendable; 3= Standard; 2= Needs Improvement; 1= Unacceptable. Definitions on Page 6.

SUPERVISORY EFFECTIVENESS (Where Applicable)	RATING	EXAMPLES OR INCIDENTS OF PERFORMANCE
Ability to Plan, Organize, Train, Lead, Direct, Control, and Coordinate		
Develop/Administer Policy and Procedure		
Manage and Make Decisions		
AVERAGE RATING		

GOALS (from prior evaluation), PROJECTS, OTHER FACTORS	RATING	RESULTS; GOAL COMPLETION
AVERAGE RATING		

DEVELOP UP TO THREE MEASUREABLE GOALS FOR NEXT EVALUATION

1

2

3

EVALUATOR'S COMMENTS

What appears to be employee's greatest strengths?

In what areas may employee need further development?

How has the employee's performance progressed in the areas where the greatest improvement was needed?

What can the supervisor do to assist in employee development and improved performance?

Additional supervisor comments and/or recommended actions:

EMPLOYEES COMMENTS:

How do you feel about your performance during this past evaluation period?

What training do you need?

What are your career goals?

Do you agree with this performance evaluation? What are your specific comments?

I acknowledge that I have received a copy of this evaluation. My signature does not necessarily indicate approval or agreement with the ratings or comments made.

Employee

Date

Immediate Supervisor

Date

Department Head

Date

Personnel Officer

Date

DEFINITION OF PERFORMANCE RATINGS

5 = **OUTSTANDING:** Employee performs consistently far above the expected level with outstanding performance. Performance is definitely superior and well above the performance standards set for the position, Employee needs little or no supervision.

4 = **COMMENDABLE:** Employee exceeds expectations. Employee performs consistently above the expected level of performance. Employee is adaptable, dependable, shows dedication, and puts in additional effort.

3 = **STANDARD:** Employee performs consistently at the average level of efficiency, effectiveness, and achieves set performance standards. This is the performance which is expected of a fully trained, qualified, and motivated employee.

2 = **NEEDS IMPROVEMENT:** Employee performance is inconsistent and fluctuates. A significant part of the performance is below the performance standards set for the position. This review indicates that serious effort is needed to improve performance.

1 = **UNACCEPTABLE:** Employee does not perform or make any visible effort to achieve performance standards. This is not acceptable performance and disciplinary action should be taken.

NA = **NOT APPLICABLE:** This is not part of the position description or this employee's responsibility. NA entries reduce the total number of scores that are to be included when calculating averages

NOTE: It is acceptable to give point ratings in fractions when performance appears to be somewhere between two of the major performance ratings, e.g 4.5 points, or 2.8 points.

EXAMPLES OR INCIDENTS OF PERFORMANCE may be either positive, negative, or clarifications.

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.