

TENTATIVE AGREEMENT
Between
Chemung County
And
CSEA Local 1000, AFSCME-AFL-CIO
Chemung County Unit #6350
Chemung County 808

IT IS HEREBY AGREED BY AND BETWEEN CHEMUNG COUNTY ("County") and CSEA Local 1000, AFSCME, AFL-CIO ("CSEA") to amend the current collective bargaining agreement as follows:

1. Retro to 1/1/19- 6/30/20:2%
7/1/20- 12/31/20: 2.5%
1/1/21-3%
2. County's New Hire Adjusted Salary Schedules as set forth in its 4/12/19 proposal. See Attachment #1
3. Effective 1/1/20, All current employees move to PPO Plan at 1/1/20- 10%/\$90

1/1/21-10%/\$100 cap 125 Plan Run

Note: Indemnity Plan is deleted at 1/1/20

4. Effective upon parties' ratification new hires will be enrolled in the PPO2 at 12%/\$85 Plan cap
5. All new hire plan employees (10/13, 7/00) will be enrolled in the PPO 2 Plan at:

1/1/20- 12%/\$90

1/1/21- 12%/\$95

6. All previously agreed to items as set forth below:
 - a. Revision of Article 5.07- ADD "Employees shall not be paid out for personal time upon termination/resignation of employment unless they have been employed for at least 6 months immediately prior to separation of employment"
 - b. Appendix B(4) Special tuition reimbursement plan-NF- Change second sentence to read "After one year of continuous employment a regular (full-time) or part-time employee shall be eligible for reimbursement of the cost of unreimbursed tuition expenses actually incurred by the employee in successfully completing programs and/or credit hours of study in a job related curriculum like RN or LPN" ...
 - c. Article 5.09- Add Son-in-law and Daughter-in-law
 - d. Article 14.01 Promotions, Vacancies, and New Job Openings-Amend word "publicized" in first paragraph to reflect "posted".
 - e. Article 16.03 Presentation of Grievance- Section (A), (B), (C) Amend the five (5) days to ten (10) days.

① 12/1/19

f. New Proposal Department of Public Works- Add language to reflect: "The County shall pay the cost of CDL renewals for all employees required to maintain same, upon presentation of proof of cost of renewal. Any additional level or class of CDL which is not required as part of maintaining employment with the County shall not be subject to reimbursement by the County."

g. Article 5.02, Holiday Compensation (p. 18) – Delete language in 2nd PP, third line beginning with "excepting employees ." and ending with "employee option."

h. Article 7.01, Tuition Reimbursement, add language; "Tuition Reimbursement will be tax free up to the IRS allowable rate."

7. Contract Language: Housekeeping: See Attachment #2

8. All other proposals from either are deemed dropped and void.

FOR CSEA:

Date:

July 24, 2019

[Signature] VP

[Signature] VP

[Signature]

[Signature]

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[Signature] Health Benefits Spec.

FOR Chemung County:

Date: 7/24/19

[Signature] IRS
[Signature] IRS

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[Signature] IRS

Mediator: [Signature]

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Chemung County

CSEA Negotiations

July 24, 2019

New/revised Proposals

2. Article 4.01 (b) Compensation- Amend the dates to reflect accordingly.

Delete DPW "New Hire Plan". Absorb those affected employees into A-2. (p. 164 - 173)

Delete Solid Waste A-2 "New Hire Plan". Absorb those affected employees into A-2.

Delete NF A-2 "New Hire Plan". Absorb those affected employees into A-2

Delete NF B-2 "New Hire Plan". Absorb those affected employees into B-2.

Delete NF A-1. Absorb those affected employees into A-1.

Delete NF B-1. Absorb those affected employees into B-1.

Replace "years" with steps (see attached)

A-2

2019

Adjusted grades 1B & 2 to meet/exceed min wage increase that goes into effect 12/31/2019

4% increase for all other Grades, Steps Entry- Step 4.

5% increase for Step 5 of all other grades

2020

6% increase for Grades 1B-Grade 3 for all steps in order to meet new minimum wage increase that goes into effect 12/31/2020

5% increase for Grade 4, all Steps

4% increase for all other Grades/Steps

2021

2% increase for all Grades/Steps

B-2

2019

Adjusted Grade 2 to meet min wage increase that goes into effect 12/31/2019

4% increase for all other Grades, Steps Entry- Step 4.

5% increase for Step 5 of all grades

2020

Adjusted Grade 2 & Grade 3 to meet min wage increase that goes into effect 12/31/2020

4% increase for all other Grades/Steps

2021

2% increase for all Grades/Steps

C-2

2019

4% increase for all Grades, Steps Entry-Step 4.

⑤ 7/24/19

5% increase for Step 5 of all grades
2020
4% increase for all Grades/Steps
2021
2% increase for all Grades/Steps

Solid Waste A-2

2019 Adjusted Grade 1& 2 for min wage
4% increase Grades 3-6 Steps 1-4
5% increase for step 5

2020
Adjusted Grade 1& 2 for min wage
4% increase for all steps, Grades 3-6

2021
2% increase for all grades/steps

Nursing Facility 7/11/2000 NHP

2019
6.5% increase for all Grades
Consolidate 2018-2019 (no new year added)

2020
\$.85 added to Grades 1A-2A for years 2000-2019 (approximately a 7% increase)
\$1.10 added to Grades 5&5A years 2000-2019 (approximately a 7% increase)
2020 rate is 6% increase over 2019 rate

2021
2% increase to all Grades/Years

Appendix B(1) New Hire Plan-Nursing Facility

Amend 5 (A) to say the following:

Employees shall contribute 2% of their gross wages for individual health insurance coverage, or 3% of their gross wages for family health insurance coverage. These deductions will be made bi-weekly.

80
2/24/19

**CSEA CHEMUNG COUNTY UNIT
2019 NEGOTIATIONS TA HOUSEKEEPING PROPOSALS**

1. **Add Articles to heading** – i.e. Article 1 should state “Article I Agreement Scope”
2. **Article 4.05 Section D. 7. (p. 17)** - Scheduling CPS second shift program, Amend Appendix “F” to reflect: “Appendix E”.
3. **Section 6.02 Health Insurance (p. 24)** – Amend date of plans.
4. **Section 6.02 (E) PPO Contribution (3) (4) (5) (6) (p. 25.)** – Language change. Words do not match numbers in parenthesis.
5. **Article 6.07 Flexible Spending Accounts (p.28)** – Amend language to reflect: “The amount is based on IRS regulations.”
6. **Section 7.04 Shift Differential (p. 29)** – Amend the dates.
7. **Section 7.08 Educational Grants (p. 30)** – Delete, if verified, no CSEA employees are receiving these grants.
8. **Section 14.04 Promotions, Vacancies and New Job Openings (p. 35)** – Amend language to correct spelling of “Facility”, “seniority”, “interested” and “vacancy”.
9. **Article 17.02 Employee Rights of Representation (p. 38)** – Add the wording “sexual orientation as defined by New York State Human Rights Law”.
10. **Article 18.01 Miscellaneous (p. 39)** – Amend language to reflect: “The Employer and the Association shall meet at mutually convenient times and places to discuss employment conditions.”

Delete the second paragraph.
11. **Article 18.02 Labor Management Highway (p. 39)** – Delete.
12. **Appendix A Titles Excluded from the Bargaining Unit (p. 42)** – Update the list.
13. **Add any and all Memorandum of Agreement language that may still be relative to employment working conditions.**

County's Housekeeping Proposal

TA

7/31/2019

1. **Article 4.03 (c) Increments-** Language is incorrect.

Revise first sentence to say "All employees assigned to Schedules A-1, B-1, C-1 and Solid Waste A-1, B-1 will move from Entrance to Step 1, Step 2... through Step 9 upon completion of one (1) year of continuous service at each step"

Delete second sentence and replace with "Employees shall advance to "10 year step" of their respective grade after 10 years of continuous service with the county.

Third sentence: Replace Step 6 with "15 year", Replace Step 7 with "20 year", Replace Step 8 with "25 year".

2. **Article 5.03 Vacation Accrual-** Delete last sentence of first full paragraph to reflect current practice. Replace with "Employees will not receive bi-weekly vacation accruals in PP#1 and PP#14 of each year"

3. **Article 8.05 Family Medical Leave-** *Delete second and third sentence. Insert language to reflect County's policy:*

"If the employee has accrued paid leave available, the employee must use all paid leave. First, by using all sick leave entitlement followed by all accrued vacation, personal, BANK, holiday, and compensation leave. Any remaining balance of the 12-week leave entitlement that has not been covered by paid leave time, may be taken as an unpaid leave of absence by the employee. Leave taken under the County's disability plan is considered paid leave."

4. **Article 14.01 Job Postings-** Delete paragraph, replace with below

As permanent job openings occur within the bargaining unit, such openings shall be posted in all County departments for a minimum of 10 days. Seasonal, per diem, and temporary positions of less than thirty (30) days may be employed without posting a job notice. These positions shall be posted by memorandum and posted on the department's bulletin board. All postings must be distributed to other county departments and may be posted on the County Intranet/Internet sites. A copy of the opening shall be mailed to all employees on lay-off status and a copy sent to the Unit President. If the position cannot be filled within a reasonable timeframe, the appointing authority has the discretion to issue subsequent postings. Interested candidates must apply for the position by submitting a current completed County employment application, which may include a current resume. Candidates applying for promotional opportunities within their own department may apply by submitting a statement of interest via email. All positions will be filled in accordance with Civil Service Law.