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#820350

# AGREEMENT

by and between the  
COUNTY OF CHAUTAUQUA



and

(general unit)

1,200  
miles

CSEA, Local 1000 AFSCME,  
AFL-CIO

7/27/01



County of Chautauqua Unit 6300  
Chautauqua County Local 807

January 1, 2001 — December 31, 2003

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**This Agreement is made and entered into between the COUNTY OF CHAUTAUQUA, hereinafter referred to as "Employer" and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., Local 1000, AFSCME, AFL-CIO, the certified union for the County of Chautauqua Unit #6300 of C.S.E.A. Local 807, hereinafter referred to as the "C.S.E.A."**

## **ARTICLE 1. RECOGNITION**

Section 1.01 C.S.E.A. Recognized. The Employer hereby recognizes the C.S.E.A., Inc., Local 1000, AFSCME, AFL-CIO, the certified union of the County of Chautauqua Unit #6300 of C.S.E.A. Local 807, as the sole and exclusive bargaining agent for all employees described in the Bargaining Unit for the maximum period permitted by law.

Section 1.02 Union Deductions. Upon presentation to the Employer of appropriate deduction authorization cards signed by the individual employee, the Employer shall make those deductions from the wages of the employee for dues and other union sponsored programs as set forth below, and remit the monies so deducted to the C.S.E.A., Inc., 143 Washington Avenue, Albany, New York 12210, and/or to its designated agent. The Employer shall provide one (1) payroll deduction section on the deduction portion of the employee's pay check for each of the following deduction categories:

- (a) C.S.E.A. Dues;
- (b) C.S.E.A. Insurance Plans, including Accident and Health Insurance, Life and/or Supplemental Life Insurance, and Master Plan and/or Permanent Life Insurance;
- (c) C.S.E.A. People Fund;
- (d) Credit Union.

Section 1.03 Agency Shop Fee.

- (a) C.S.E.A., having been recognized as the exclusive representative for all employees included in the collective bargaining unit as set forth in Article 2 of this contract, shall be entitled to have monies deducted from the wages or salaries of employees in the bargaining unit who are not members of C.S.E.A. This amount shall be equivalent to the dues levied by C.S.E.A. for full time and part time employees who are members. The Department of Finance shall deduct and remit this fee, as determined by the employment status of the employee who is not a member to C.S.E.A. in the same fashion as dues are deducted and remitted. The Employer agrees to provide the unit president with an alphabetical list of employees covered by the bargaining unit on a quarterly basis.
- (b) New employees entering County service on or after January 1, 1981, shall be subject to the agency shop fee. Agency shop fee deductions will become effective with the first pay period following ratification of the contract for those employees who joined the work force between January 1, 1981, and the ratification of the contract. Employees who join the County work force after ratification of the contract shall be subject to the fee beginning with their first pay period.
- (c) Employees who are members of C.S.E.A. on January 1, 1981 and who subsequently have withdrawn or do withdraw from the union membership will be

- subject to the payment of the agency shop fee beginning with the first pay period following their withdrawal.
- (d) Employees on the County Payroll on January 1, 1981 who are covered by the bargaining unit and who were not members of C.S.E.A. shall not be subject to the provisions of this section unless the employee subsequently becomes a member of the union.
  - (e) The payroll deduction section for dues shall also be used for the purpose of deducting the agency shop fee.

Section 1.04 Hold Harmless. The Association agrees to indemnify the County and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that may be taken by the County for the purpose of complying with the provisions of such deductions as are herein set forth, or in reliance upon any authorization card or list relating thereto which is furnished to the County by the Association.

Section 1.05 Right to Representation.

- (a) The Employer agrees that C.S.E.A. has the right to represent County employees in all matters concerning employment with the Employer during the term of this agreement.
- (b) An employee has the right to request representation by C.S.E.A. in all matters concerning employment with the Employer during the term of this agreement.
- (c) If an employee chooses not to be represented by C.S.E.A. the Employer agrees that there must be agreement by C.S.E.A. on any matter which would affect the terms of this agreement prior to implementation.
- (d) In any case, when any item concerning work performance, employee evaluation or discipline is placed in an employee's official personnel folder located in the Department of Human Resources, the employee shall be offered the opportunity to sign the item, and shall be provided with a copy. Such signature only acknowledges receipt. If the employee refuses to sign, a copy shall be sent to the C.S.E.A. President Unit #6300 so indicating. If desired, the employee may respond in writing concerning said item, and it shall become a permanent part of the employee's official personnel folder. This procedure shall also apply to items to be placed in an employee's Department file.
- (e) C.S.E.A. shall be notified of all grievance proceedings and be admitted to the third step hearing.

Section 1.06 C.S.E.A. Bulletin Boards. Notice of C.S.E.A. meetings and C.S.E.A. activities may be posted on county bulletin boards in those work locations previously designated by the former Labor Management Committee, where C.S.E.A. has bulletin boards provided at its expense, which are reserved for its exclusive use.

Section 1.07 No Strikes. C.S.E.A. affirms that it does not assert the right to strike against the Employer, to assist or participate in any strike, slow down, or demonstration interfering with the departmental operations of the Employer, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such strike.

Section 1.08 Controlling Laws. The Public Employees Fair Employment Act, Civil Service Law, Local Laws, rules and resolutions of the County of Chautauqua, and all other applicable statutory laws of the State of New York and the United States shall govern the terms of this agreement except such rules and resolutions of the County of Chautauqua which conflict with this agreement, in which event the terms of this agreement shall be controlling.

Section 1.09 Union Release Time.

- (a) Grievances and Contract Matters. C.S.E.A. members shall incur no loss in pay for administering this agreement to include such things as processing grievances, negotiating contracts and other items limited to the administration of the agreement, except that not more than one member shall be paid for processing a grievance except for the C.S.E.A. President or his or her designee as provided for in paragraph (c) below, nor more than seven (7) members paid for negotiating the contract.
- (b) C.S.E.A. Conventions, Seminars and Workshops. The County shall allow a total of three hundred (300) work hours per year to the designated representative(s) of the President of C.S.E.A. Unit #6300 to attend, without loss of pay or accrued leave benefits, C.S.E.A. conventions, seminars or workshops. Such time off without loss in pay shall require certification in advance by the President of C.S.E.A., Unit #6300. A copy of the certification shall be given to the Director of Human Resources.
- (c) President Release Time & Rights. The President of C.S.E.A. Unit #6300 or his or her designee shall be allowed full release time with pay for purposes directly related to the contract or other Union functions. Such President shall receive increments if due in the same manner as any other County employee who performs satisfactorily. The release time for such President or his or her designee shall be excluded from the aggregate total of 300 hours in paragraph (b) above. Upon leaving the office of President, he or she shall be returned to the position and, if it still exists, the assignment that the employee held prior to holding the office of President.
- (d) C.S.E.A. Statewide Board of Directors. An employee of the County who is selected as the representative of the Local to the C.S.E.A. Statewide Board of Directors shall be provided twenty (20) working days of leave per year without loss of pay or leave benefits. C.S.E.A., Inc. agrees to reimburse the County the employee's daily rate of pay for each day actually taken by the employee under this provision as well as for other benefits which the employee is provided and which cause the Employer to expend funds over and above the employee's daily rate of pay for those benefits (e.g. FICA and Retirement contributions). The extent of the Union's liability shall be limited to the cost per day of such benefits for each day the employee actually uses the leave provided herein.

**ARTICLE 2. BARGAINING UNIT**

Section 2.01 Exclusive Bargaining Representative. C.S.E.A. shall be the exclusive bargaining representative during the term of this agreement except for management and confidential titles as listed below, and those employees excluded per PERB Decision, Case #C-2072, regarding the Sheriff's Department.

Section 2.02 Titles Excluded. Incumbents of positions in titles asterisked below may remain in the bargaining unit until such time as the incumbent is permanently separated from the title or voluntarily withdraws from the bargaining unit. Vacant titles listed below may be filled as non-bargaining unit titles. The Union shall be notified in writing when an incumbent voluntarily leaves the bargaining unit, or when a title asterisked below becomes vacant. Such notice shall be sent to the President of C.S.E.A. Unit #6300 at the time the Director of Human Resources becomes aware of the vacancy or withdrawal. A copy of any letter of voluntary withdrawal shall be submitted to the union.

Administrative Assistant (DPF)	Director of Human Resources
Administrator, Chautauqua County Home	Director of Information Services
Assistant Construction and Maintenance Supervisor	Director of Intermunicipal Services
Assistant County Attorney	Director of Medical Assistance
Assistant District Attorney	Director of Nursing Services
Assistant Employment and Training Director	Director of Office for the Aging
Assistant Public Defender	Director of Patient Services
Assistant Social Services Attorney	Director of Planning
Assistant to Commissioner of Social Services	Director of Public Facilities
Associate Public Health Engineer	Director of Real Property Tax Services III
Budget Director	Director of Social Services
*Bus Driver II (CARTS) -- working less than 50% of the hours worked by the full time employees in the same division	Director of Veterans Service Agency
Chairman of the Legislature	District Attorney
Chairman, North Industrial Water and Sewer District No. 1 (part-time)	Employment and Training Program Director
Clerk of the Legislature	Engineer III
Commissioner of Elections	Executive Assistant
Commissioner of Mental Health	Financial Analyst to the Legislature
Commissioner of Public Health	First Assistant County Attorney
Commissioner of Social Services	First Assistant District Attorney
Comptroller	First Assistant Public Defender
Construction and Maintenance Supervisor	First Assistant Social Services Attorney
Coroner	First Deputy Director of Finance
County Attorney	Food Service Director
County Clerk	Health Administrator
County Executive	Industrial Development Director
County Fire Coordinator	Insurance Administrator
County Historian	Legal Counsel of Legislature (Part-time)
Deputy County Clerk	Legislator
Deputy Director of Central Services (Office Services)	Manager of Airports
Deputy Director of Central Services (Purchasing)	Personnel Technician
Deputy Director of Finance (Treasury)	Physician
Deputy Director of Planning Services	Probation Director II
Deputy Director of Public Facilities (Engineering)	Probation Supervisor
Deputy Director of Public Facilities (Environment, Airport, Parks, Buildings & Grounds)	Project Coordinator (EAP)
Deputy Director of Public Facilities (Transportation)	Public Defender
Deputy Director of Social Services	Sanitation Supervisor
Deputy Probation Director	Second Assistant County Attorney
Director, Chautauqua County Youth Bureau	Second Assistant District Attorney
Director, North Chautauqua Lake Sewer District	Second Assistant Public Defender
Director, South & Center Chautauqua Lake Sewer District	Second Assistant Social Services Attorney
Director of Administrative Services	Secretary to County Attorney
Director of Central Services	Secretary to County Executive
Director of Certification	Secretary to Director of Human Resources
	Secretary to the Legislature
	Senior Aide (Assigned through Office for the Aging whose salaries are totally federally funded).
	Senior Personnel Technician
	Senior Project Coordinator (Transportation)

Director of Community Mental Hygiene Services  
(Pending approval by PERB)  
Director of Economic Development  
Director of Emergency Management and Civil  
Defense  
Director of Finance  
Director of Health Services

Sheriff  
Social Services Attorney  
Special Projects Coordinator (IDA)  
Staff Development Supervisor  
Supervising Clinical Psychologist  
Supervising Psychiatric Social Worker  
Undersheriff  
Workers' Compensation Administrator

### **ARTICLE 3. MANAGEMENT RIGHTS**

Section 3.01 Rights enumerated. Subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law, the Employer retains the sole right to manage its business affairs and services and to direct the working force, including the right to:

- (a) decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services;
- (b) to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this agreement;
- (c) to maintain order and efficiency in all its departments and operations; including the sole right to discipline, suspend and discharge employees for cause, to hire, lay off, assign, transfer, promote and determine the qualifications of employees;
- (d) to determine the schedules of its various departments, and to determine the starting and quitting time and the number of hours to be worked.

Section 3.02 Enumerated rights not inclusive. The above rights of the Employer are not all-inclusive, but indicate the type of matters or rights that belong to and are inherent to the Employer. Any and all the rights, powers and authority the Employer had prior to entering this agreement are retained by the Employer, except as expressly and specifically abridged, granted, or modified by this agreement.

### **ARTICLE 4. LABOR RELATIONS COUNCILS**

Section 4.01 CPP Labor Relations Council.

- (a) A Comprehensive Performance Partnership (CPP) Labor Relations Council (LRC) will consist of twenty persons.
- (b) The composition of the CPP LRC will include:
  - (1) County Executive;
  - (2) Presidents of C.S.E.A., C.C.S.E.A., C.C.S.S.A., and D.S.A.C.C.;
  - (3) Six persons from the C.S.E.A. appointed by its President;
  - (4) County Attorney;
  - (5) Sheriff;
  - (6) County Clerk;
  - (7) Director of Human Resources;
  - (8) District Attorney;

- (9) Administrative Services Team Leader;
  - (10) Department of Public Facilities Team Leader;
  - (11) Planning and Economic Development Team Leader; and
  - (12) Human Services Team Leader.
- (c) The CPP LRC will meet minimally on a quarterly basis to review input from sub-committees appointed to review and address topics, including but not limited to the following:
- (1) EAP (Employee Assistance and Wellness Program)
  - (2) Health Insurance
  - (3) Recognition/Suggestion Process
  - (4) Career/Evaluation Process
  - (5) Training/Development
  - (6) Safety/Security
  - (7) Public Relations Marketing
- (d) The CPP LRC shall establish a temporary task force, whose membership shall be equally divided among management and C.S.E.A representatives, who shall identify and propose a resolution to the issue of appropriate compensation for County employees required to carry pagers or cell phones outside of their regular work week.

**Section 4.02 Department Labor Relations Councils.**

- (a) Under the direction of the Department of Human Resources, departmental and/or team Labor Relations Councils (LRC's) shall be established.
- (b) Such LRC's shall have equal representation of C.S.E.A members appointed by the C.S.E.A. President, and department or team management, as mutually agreed upon.
- (c) Those employees selected to participate in LRC's shall not suffer loss in pay while attending these meetings.
- (d) LRC's shall meet on a regular periodic basis, the time and frequency to be determined by the LRC itself. When there are no matters to be brought before the LRC, the meeting should be waived until there are matters to be considered.
- (e) LRC's shall forward a copy of their minutes, upon adoption, to its members for distribution and/or posting and to the CPP LRC.

**Section 4.03 Conduct of LRC's.** The LRC shall be a problem-solving body rather than a group of antagonists negotiating or bargaining solutions. All parties shall work together in an informal way to reach solutions to the problems brought before the LRC .

**Section 4.04 No Resolution.** If an LRC is unable to reach a solution to the problem, the complaint or matter shall be reduced to writing and presented to the department head for his consideration as provided in Step 2 of the Grievance Procedure. From that point on, the Grievance Procedure shall be followed as provided in Article 20 of this Agreement.

## **ARTICLE 5. TYPES OF EMPLOYEES**

Section 5.01 Full Time Employee. An employee who works 90% or more of the regular work week for that department shall be classified as full time and receives all benefits.

Section 5.02 Part-Time Employee With Benefits. An employee who is employed less than 90% but 50% or more of the regular work week for that department and whose name appears regularly on the payroll, who is not working at a daily rate, is considered part time, but is eligible for the following benefits:

- (a) Health insurance fully;
- (b) Vacation, Sick Leave, Holidays, Personal Leave, at the same percentage of full time that he or she works;
- (c) Good Attendance Bonus and Longevity paid at the percentage of full time worked at the time of issuance of such bonuses; and
- (d) Increments at the percentage fixed by the Legislature.

Section 5.03 Temporary Position. A Temporary position is one that is created for the purpose of accomplishing a specific job for a period of time established by the County Executive. An employee in a temporary position is entitled according to law and rules to benefits if the position is established for a period of one year or more.

Section 5.04 Temporary Employee. A temporary employee is appointed on a full time basis for a specific period of time to a regular position or a temporary position. Only employees temporarily appointed for a one year or more period are entitled according to law and rules to benefits. Also, employees appointed temporarily from certified eligible lists to encumbered positions are entitled according to law and rules to benefits. Seniority and longevity accrue for a temporary employee who becomes permanent without a break in service from the date of the temporary appointment.

Section 5.05 Seasonal Employee. A seasonal employee is appointed to a position that is filled at a given time of year every year on a full time basis for a specific period of time. If the appointment is of other than a permanently appointed county employee there is no benefit entitlement regardless of time worked nor does longevity or seniority accrue.

Section 5.06 Substitute Employee. An employee is designated as substitute to fill a position due to the absence of the permanently appointed employee on an as-needed basis. A substitute is not entitled to benefits nor does he or she accrue longevity or seniority.

Section 5.07 Part-Time Employee Without Benefits. Any employee who works in any position or combination of positions in the county which constitutes less than 50% of the regular work week worked by other employees in the same department is a part-time employee without benefits. Such part-time employee is not entitled to any benefits nor does he or she accrue longevity or seniority.

## ARTICLE 6. WORK WEEK

Section 6.01 Forty Hour Work Weeks. The regular work week for the following Departments and Divisions is forty (40) hours:

- (a) Department of Public Facilities
- (b) Department of Central Services Print Shop
- (c) North Chautauqua Lake Sewer District
- (d) South/Center Chautauqua Lake Sewer District
- (e) Department of Finance – Health Insurance Division
- (f) Office of the Sheriff – Clerical staff
- (g) County Home RN's & LPN's and those hired prior to July 1, 1997 who did not opt for 37 ½ hour work week
- (h) Employees whose work week has been set at 40 hours using the process described in Section 6.13.

Section 6.02 Thirty-seven and One-half Hour Work Weeks. The regular work week for the following Departments and Divisions is thirty-seven and one-half hours:

- (a) County Home employees, excluding RN's, LPN's and those hired prior to July 1, 1997 who did opt for 37 ½ hour work week
- (b) Department of Finance – Payroll Division
- (c) Office of Probation
- (d) Employees whose work week has been set at 37 1/2 hours using the process described in Section 6.13.

Section 6.03 Thirty-five Hour Work Weeks. Unless stated otherwise in Sections 6.01 and 6.02, the regular work week for all other departments, divisions, agencies and offices is thirty five (35) hours.

Section 6.04 Start of Work Week. The work week shall start at 12:01 A.M. Monday for all departments except the County Home, which shall start at 12:01 A.M. Sunday.

Section 6.05 Pay Period. The County may, after input and consultation with the Union, implement a change in the pay period to start on a Monday and end on a Sunday with pay periods running concurrently with the work week provided there is no negative financial impact on the employee.

Section 6.06 Work Day.

- (a) Department heads shall fix the starting and ending time and the amount of unpaid time for meals as well as the hour at which meals shall be taken.
- (b) For the purpose of earning accruals, the standard work day shall be the employee's regular work week divided by five (5).

Section 6.07 Tardiness. Penalties for tardiness shall result in deduction in pay as follows: For each six minutes or part thereof - one tenth of one hour.

Section 6.08 Shifts. Some departments must have, because of the nature of their work, specifically designated shifts and split shifts in order to cover round-the-clock

operation. The designation of this type of schedule shall be the responsibility of the department head concerned.

Section 6.09 Schedule Changes. Schedule changes and assignments to shifts shall be noticed at least two weeks prior to the effective date thereof and no unreasonable changes will be made during said two week period.

Section 6.10 Travel Hours to be Included in Work Week.

- (a) When an employee who is paid on an hourly basis is outside the county on county business, such person shall be paid only for the hours of his or her regular shift except that in addition thereto, such person shall be paid for time actually traveled when such travel is not performed during such work shift and shall also be paid for time spent while actually working on county business in addition to such regular work shift.
- (b) When a Department head approves an employee's attendance at training, conferences, convention or meetings away from his or her normally-assigned work location, such employee will take all reasonable efforts to car pool with other employees traveling to the same training, conference or meeting. Regardless of who is driving to such training, conference or meeting, all employees attending shall be paid for the time traveling to and from such meeting. If the travel time and time spent at the training, conference or meeting results in the employee working beyond his or her regular hours for any day, such hours beyond the regular work day shall be considered additional work time and paid as such or compensable time shall be given equal to the additional work time, as mutually agreed upon by the employee and the Department head.
- (c) When an employee is traveling as part of his or her employment duties, such travel from job site to job site during the workday shall be counted as hours worked. Where an employee is required to report to his or her normally-assigned work location to receive instructions, pick up materials needed to perform his or her job, or to perform other work duties, the travel time from the normally-assigned work location to or from another job site also shall be counted as hours worked.
- (d) When an employee travels from home to his or her first job site, hours "on the clock" begins when the employee reaches the first job site, or would have reached his or her normally-assigned work location if the employee had traveled directly to the normally-assigned work location, whichever is earlier. When an employee travels from the last job site to home, hours "on the clock" end when the employee leaves the last job site, or would have left the normally-assigned work location to arrive home at the same time, whichever is later.

Section 6.11 Flex Time. Upon mutual agreement of the employee and his or her Department head or his or her designee, taking into consideration the needs of the employee and the Department, an employee may be granted flex time. For purposes of this Agreement, "flex time" shall mean a flexible schedule of hours so that the employee works the same number of hours during any given pay period as he or she would normally work.

Section 6.12 Effect of End of Daylight Savings. For those twenty-four hour, seven-days-a-week operations, employees who work on the day when daylight savings time ends in the fall shall be paid for actual hours worked.

Section 6.13 Increase in Work Week.

- (a) A Department Head may increase the regular work week of his or her Department from thirty five (35) hours to thirty-seven and one-half (37.5) or forty (40) hours with the approval of the County Executive.
- (b) In the event that a department work week is increased per this section, individual employees may exercise the option to remain on the shorter work week. In such a case the employee will retain full time status but will accrue paid leave on the basis of the shorter work week. The employer and/or its representative shall not pressure nor otherwise discriminate against an employee who does not wish to change his or her work week.
- (c) If, after adopting an increased work week a department head wishes to return to a thirty-five (35) hour work week, she/he may request permission from the County Executive to reduce the hours.
- (d) At least two (2) weeks notice will be given department employees in the event of a change in the normal work week. Employees who choose to remain on the shorter work week must notify the department head in writing at least one (1) week prior to the scheduled change.
- (e) Two (2) weeks prior to the implementation of an increase or decrease in the regular work day and/or regular work week, as set forth in Section 6.13 (a) & (c) respectively, the Department Head shall meet with representatives of the Union to review the mutually agreeable established guidelines for the change to insure that such guidelines pertain to circumstances under which the change in the hours of work is to take place. Any modifications in the guidelines shall, as necessary, be mutually established by the representative of the employer and Union during the two (2) week period.
- (f) The Employer or a Department Head shall not increase the hours of work of the employees in his or her Department to circumvent Sections 7.03 and 7.04 or other appropriate provisions of this contract.
- (g) The Employer or a Department Head shall not be allowed to reduce the hours of work of any employee below the level he or she would work in accordance with the hours in a work week set forth in Sections 6.01, 6.02 and 6.03 of this Article.
- (h) Guidelines for Increasing Department Workweeks.
  - (1) "Department" may be equally applied to entire departments or to individual sections of a larger department.
  - (2) It is agreed that the county will endeavor to provide three weeks notice, if possible, and the employee will endeavor to provide two weeks notice, if possible. No violation, however, would apply as long as Section 6.13 (d), is observed.
  - (3) Section 6.13(e) is here clarified that the purpose of the meeting is not to negotiate details of the changed work week, but to insure that the changes proposed are within these guidelines, and to answer any questions which may arise out of unusual circumstances in the department.

- (4) Employees' hourly rates of pay shall remain the same. Cents-per-hour longevity rates will be recalculated upon the new work week.
- (5) Accruals:
- A) Hourly leave accrual balance will be carried forward unchanged. No employee will suffer a loss of accruals due to an increase or decrease in the work week.
  - B) "Day" for monthly or pay period accrual rates will be calculated as follows: Scheduled hours in work week divided by 5.
  - C) If an employee chooses to remain on the shorter work week, he or she will have benefits calculated on the basis of that work week.
  - D) It is agreed that no percentage (less than full time) employee will lose benefits as a result of a change in the work week moving them below the 50% or 90% benefit cut-offs.
  - E) The Department Head will set starting and ending times for shifts, and will set the amount of unpaid time for meals, as well as the hour at which meals may be taken. No employee will be regularly scheduled to work for more than 8 hours per day or have less than 1/2 hour for lunch without his or her written consent, except as provided in a four-day work week.
  - F) All employees entering the department after the work week is increased shall work the increased schedule. The department shall advise the entering employee of the option for the department to return to a shorter work week.
  - G) If the Department Head determines that the work week should be decreased or returned to 35 hours, he or she will provide at least two (2) weeks written notice to all employees.
  - H) If during the first two years of a department's increased work schedule, a lay-off of any department employee is planned, the Department Head shall meet with the Union two (2) weeks prior to the effective date to discuss the proposed lay-off as it relates to the extended work week.

Section 6.14 Overtime. Any overtime work shall not of itself be cause for limiting the basic work week of any employee.

Section 6.15 Change in Work Week from Five (5) to Four (4) Days.

- (a) A Department Head may change individual positions from a five (5) day work week to a four (4) day work week with the approval of the County Executive. The total of the weekly scheduled hours for the position shall not change, except as otherwise provided in this agreement. Prior to implementation of a four (4) day work week, the department head shall meet with the president of the union and review the plan. Union concurrence shall not be required. No employee shall be required to work a four (4) day work week. When from an operational point of view, as determined by the department head, this alternative work schedule can be made available to employees performing similar work within the affected work group, the alternative work schedule shall be made available to said additional employees.

- (b) At least two (2) weeks notice prior to implementation will be given to an employee appointed to the specific position that will be changed from a five (5) day work week to a four (4) day work week. Upon two (2) weeks notice, based upon operational needs, a department head may revert some or all of the employees back to a five (5) day work week. Prior to reverting to a five (5) day work week, the department head shall meet with the president of the union and review the plan. Union concurrence shall not be required.
- (c) Employees scheduled to work a full-time, four (4) day work week will accrue paid leave credits for vacation, sick leave and personal leave at the rate appropriate for the weekly scheduled hours for the position in accordance with Section 6.13(h)(5)(B) above.
- (d) Bereavement leave pay as provided in Section 11.04 shall be granted as expressed in number of consecutive hours. It shall be calculated by multiplying the number of bereavement days granted by scheduled hours in work week divided by five (5).
- (e) During a work week that includes a holiday as observed in Section 11.05, the employee working a four (4) day week will have his or her daily scheduled hours decreased to the work hours for a five (5) day work week. The holiday will be paid at the rate for a "day" as calculated in accordance with Section 6.13(h)(5)(B) above.

#### **ARTICLE 7. UNSCHEDULED TIME/CALL IN**

Section 7.01 Minimum Hours Paid. When an employee is called to work on a scheduled day off, or called back to work after his or her regular shift, and must return to work site (away from home) such employee will be paid for not less than three (3) hours of work.

Section 7.02 Minimum Hours Paid for Being Called In Early. When an employee is called to work on a scheduled work day before his or her regular shift commences, such employee will be paid for not less than two (2) additional hours.

Section 7.03 Hours are Additional. A scheduled work shift shall not be curtailed because of early call out and any employee shall be entitled to work his or her full regular shift each day and each week regardless of extra time worked during such period.

Section 7.04 Payment for Unscheduled Time. When an employee is called in to work for a period of unscheduled time, he or she shall be paid from the time of the call provided the employee reports within one hour of the call, or from the time of arrival on the job if beyond one hour from the call.

#### **ARTICLE 8. WAGES - RATE OF PAY**

Section 8.01 Salary Schedule. All employees covered by this agreement currently paid on a bi-weekly basis shall continue to be paid on a bi-weekly basis pursuant to the salary schedules attached hereto.

Section 8.02 Wage Increases.

- (a) Effective January 1, 2001, the previous year's salary schedule shall be increased by 3.5%.
- (b) Effective January 1, 2002 and January 1, 2003, the previous year's salary schedule shall be increased by 4%.
- (c) The wage rates of bargaining unit employees who are not covered by the present schedule of grades and steps shall also be increased by the increases set forth above.
- (d) Salary changes will be made effective as follows: If the effective date falls on the 1<sup>st</sup> through the 8<sup>th</sup> day of a pay period, then the pay increase will be effective at the beginning of that pay period; if effective date falls on the 9<sup>th</sup> through 14<sup>th</sup> day, the increase will be effective at the beginning of the following pay period.

Section 8.03 Starting Wages and Increments.

- (a) Salaries are fixed with one or more increments up to a maximum salary for the position.
- (b) Steps.
  - (1) Employees shall be hired at Step 1, except as provided in Section 8.03(b)(2). This shall be a new Step 1 that is \$1.00 less than Step 3 on the 2001 and subsequent salary schedules.
  - (2) The County may offer a starting wage above Step 1 when the County determines a higher starting wage is necessary in order to hire whom the County considers the best candidate for the position.
    - A) Any classification or title affected by a new hire at higher than Step 1 will automatically be referred to the Reallocation Committee for analysis and review.
    - B) When a new employee is hired above Step 1, the County will review all employees in the classification or title affected by this action, who are being paid less than the offered starting wage, to determine whether their education, experience, and performance, as determined by the County, justifies an increase in their wage rates. The County shall thereafter adjust their wage rates to the extent appropriate. Any employee who believes he or she has been treated unfairly under this provision may request a review of his or her education, experience, and performance by a committee consisting of: the President, C.S.E.A. Unit #6300; the Department Head; and the Director of Human Resources. The decision of this committee shall be final.
  - (3) A new Step 2 shall be created which is \$.50 less than Step 3 on the 2001 and subsequent salary schedules. All types of employees shall be granted an increment to the new Step 2 six (6) months following the date the employee is hired.
  - (4) Step 3 on the 2001 and subsequent salary schedules shall replace Step 1 on prior salary schedules. All types of employees shall be granted an increment to Step 3 one (1) year following the date the employee is hired.

- (5) Full time and part-time employees with benefits may proceed to Step 4 and beyond under the procedures which follow. All other employees will not proceed beyond Step 3.
  - (6) Step increments 4 through 8, formerly 2 through 6 on prior salary schedules, are NOT mandatory and each employee shall be entitled to an increment only when his or her work is such that his or her appointing authority shall deem that he or she is deserving of it and files a Civil Service form (CCP-428 or its equivalent) recommending the increment. In making recommendations, the head of a department will consider attitude toward job, work habits, the quality of work, cooperativeness, initiative, desire to learn, attendance, judgment and personality. The County Executive may take action to rescind the recommendation of any department head. Notice in writing stating a reason for not receiving the increment will be given thirty (30) days in advance to any employee who is not being recommended for an increment to which he or she would otherwise be entitled.
  - (7) Once an increment to Step 4 is approved, it shall go into effect the earlier of either the 1<sup>st</sup> of January or the 1<sup>st</sup> of July, whichever is at least six (6) months following the date the Step 3 increment was granted.
  - (8) Steps 5 through 8 may be granted in succession, annually, on the anniversary date of the Step 4 increment.
- (c) Increment eligibility upon changing titles and/or grades. A regular full time employee becomes eligible for an increment on the 1<sup>st</sup> day of January or 1<sup>st</sup> day of July after he or she has completed six months service in the new title or grade and thereafter annually on the anniversary of that increment.
  - (d) Increment eligibility upon changing from part-time (less than 50%) to regular full-time status. An employee who has attained Step 3 and moves from part-time (less than 50%) to regular full time status, becomes eligible for an increment on the first day of January or first day of July after he or she has completed six months service in regular full-time status and thereafter annually on the anniversary of that increment.
  - (e) Advanced Increments. With the approval of the County Executive, the head of a department may grant an increment prior to the anniversary date for the next annual increment when he or she determines it to be merited. The President of the C.S.E.A. Unit #6300 shall be notified of this event.
  - (f) Effective January 1, 1982, step increments will be paid in the following manner: If January 1 or July 1 falls on the 1<sup>st</sup> through the 8<sup>th</sup> day of a pay period, then the pay increase will be effective at the beginning of that pay period; if January 1, or July 1 falls on the 9<sup>th</sup> through the 14<sup>th</sup> day, the increase will be effective at the beginning of the following pay period.
  - (g) Employees who terminate employment at Steps 2 or 3 and who are subsequently re-employed within one year from date of separation shall be placed at the step previously held. Calculation of time toward the next increment shall be from the date of re-employment.
  - (h) Employees who terminate employment at higher than Step 3 and who are subsequently re-employed within one year at the same or lower grade may be placed at the same step they held at separation, subject to the discretion of the

appointing authority. However, such employee shall not be placed at a Step lower than Step 3. Calculation of time toward the next increment shall be from the date of re-employment.

- (i) Employees that have attained a step higher than Step 3, who resign full-time employment but continue employment as part-time (less than 50%), temporary, seasonal or substitute in the same grade may be placed at the same step they held at separation, subject to the discretion of the appointing authority. Such employees shall not be eligible for further step increases.

#### Section 8.04 Changes in Employment.

- (a) All employees who are promoted, upgraded or reclassified to a higher grade shall receive the step in the higher grade that is next highest in rate of pay.
- (b) Notwithstanding 8.04(a) above, employees who have attained Steps 2 or 3, and who are promoted, upgraded or reclassified to a higher grade shall be placed at the same numerical step in the higher grade.
- (c) All employees who are demoted to a lower grade shall have the time spent in the higher level position and/or time which was credited to the employee on his or her date of hire in accordance with his or her original placement on the salary schedule added to the time previously spent in a lower level position to determine the appropriate step in the lower grade.
- (d) An employee whose position is reclassified to a classification allocated to a lower grade, shall have his or her rate of pay frozen ("red-lined") until such a time as the rate of pay is equal to or less than the same step on the appropriate wage schedule.

#### Section 8.05 Reallocation.

- (a) For purposes of this Section, "reallocation" shall mean the change of a job title from its presently assigned pay grade to a different pay grade on the graded salary plan.
- (b) An employee, group of employees holding the same job title, or a department head may request a review of the pay grade assigned to their own or their employee's job title. Such request must be in writing and be directed to the Director of Human Resources stating the justification for the proposed change in pay grade and any facts supporting the change.
- (c) The Director of Human Resources, the County Executive and the President of C.S.E.A Unit 6300 shall review the request within ninety days. If they find a change justifiable, they shall submit a resolution containing the recommended change to the appropriate Committee of the County Legislature for the next scheduled meeting of said Committee.
- (d) Any change in grade will be effective as of the date the resolution is passed by the County Legislature.
- (e) Failure by the Employer to meet the time frame set out in this Section will not constitute approval of the request.

#### Section 8.06 Reclassification.

- (a) "Reclassification" is a civil service term meaning the change of a position from one job title (job class) to another because of a permanent and material change in the duties of that position.

- (b) The reclassification of positions is governed solely by the New York State Civil Service Law and Rules.
- (c) The Director of Human Resources as Personnel Officer under Civil Service Law has sole authority to classify and reclassify positions represented by C.S.E.A. Unit 6300.
- (d) The Civil Service Rules provide for a process whereby:
  - (1) an employee or a department head may make application for the reclassification of a position;
  - (2) the Department of Human Resources conducts a review of the duties and makes a determination as to the proper classification;
  - (3) notice of the classification determination is given to the employee and department head;
  - (4) a reasonable opportunity is given for persons to submit facts in connection with the reclassification;
  - (5) a final determination is issued by the Director of Human Resources.
- (e) Copies of the Civil Service Rule regarding reclassification and form to request a classification review are available from the Department of Human Resources.

Section 8.07 Overtime and Compensatory Time.

- (a) All employees covered by this agreement will be paid at the rate of one and one half times their regular rate for all hours worked over forty per week.
- (b) For determining eligibility for overtime pay, holidays not worked, and other paid leaves shall be credited as days worked for this purpose in the workweek in which they occur.
- (c) Compensatory time shall be made available in lieu of overtime by mutual agreement between the employee and the department head in accordance with any and all applicable State or Federal statutes and the rules or regulations promulgated under those statutes. If it is agreed that the employee shall receive compensatory time in lieu of overtime the employee shall be granted the opportunity to use it within three months from the date accrued. If not used within three months it shall be paid.
- (d) Compensatory time shall be granted at the same rate as overtime would have been paid.

Section 8.08 Shift Differential.

- (a) Upon ratification of this Agreement, all employees who work on a shift where two (2) or more hours of the basic work hours are between 6 P.M. and 6 A.M. shall receive an additional fifty-five cents (\$.55) per hour.
- (b) Effective January 1, 2002, the amount of this shift premium shall become sixty-five cents (\$.65 ) per hour.
- (c) Effective January 1, 2003, the amount of this shift premium shall become seventy-five cents (\$.75) per hour.
- (d) This shift differential shall not be used in determining rate of pay for such employees while on any type of paid leave.

- (e) Shift differential will be paid as appropriate for Bereavement leave, Union Business (as provided in Section 1.09), Military leave, Jury duty and Volunteer Firefighter/Rescue Unit duty.

Section 8.09 Health Department Nurses.

- (a) The employer agrees to pay Health Department Nurses who are on-call status in accordance with the following guidelines:
  - (1) Sixty-five cents (\$.65) per hour for each hour of on-call status except for holidays when the rate will be one dollar (\$1.00) per hour;
  - (2) The rates set forth in Section 8.09(a)(1) above shall be paid to the nurse in addition to the pay the nurse will receive for actual call out work as per Article 7 of this contract;
  - (3) If a call out hour is subject to time and one half overtime premium pursuant to the contract, the time and one half shall be calculated on the employee's base rate plus \$.65 (\$1.00 for holidays).
  - (4) Each nurse will be assigned to undertake an on call assignment for a full week (16 hours per day between Monday and Friday and 24 hours per day on Saturday, Sunday and holidays).

Section 8.10 Equipment Operators.

- (a) Premium Rates. The following premium hourly rates are to be paid in addition to base rates for operating equipment as described below effective upon ratification of this agreement:
  - (1) for all Motor Equipment Operators (MEO's) at the DPF Transportation Division, an hourly premium of \$.80 per hour shall be paid for all hours paid;
  - (2) for all MEO's at the DPF Solid Waste Division, an hourly premium of \$1.25 shall be paid for all hours paid, except as provided in subparagraph (6) below;
  - (3) for Airport employees, an hourly premium of \$1.25 per hour shall be paid for all hours operating the listed equipment;
  - (4) for Truck Drivers temporarily assigned to MEO duties, an hourly rate equal to the hourly rate of MEO's shall be paid in accordance with Section 8.04(a), plus an hourly premium of \$.80 per hour for all hours worked operating the listed equipment;
  - (5) for Skilled Road Maintainers, an hourly premium of \$.80 per hour shall be paid for all hours operating the listed equipment;
  - (6) for DSA's temporarily assigned to MEO duties and DPF Carpenters, an hourly premium of \$1.25 per hour shall be paid for all hours operating the listed equipment;
  - (7) for all Sewer District employees, an hourly premium of \$1.25 per hour shall be paid for all hours operating the listed equipment;
- (b) Applicable Equipment. The premium rates set for in paragraph (a) above shall apply to the following equipment:
 

All-purpose Excavator/Backhoe	Paver (2 operators)
Articulated Dump	Post Pounder
Bulldozer	Rollers
Chip Spreader (Operator)	Self-propelled Brooms

Compactors	Self-propelled Pan
Cranes	Semi Tractor (over the road)
Crusher (2 Operators)	Shoulder Machine (self-propelled & mounted)
Flush Truck	Skid Steer Loader
Fuel Truck	Stumper
Graders (Power)	Trash Master
Loaders	Truck #121 or its replacement
Paint Machine (Driver/Operator)	Winches

(c) Hazardous Materials.

(1) Employees, other than MEO's, operating (driver) certain vehicles during periods when these vehicles are properly placarded for transporting hazardous material shall be paid an hourly premium of \$.80 per hour for all hours operating such vehicles.

(2) This provision is limited to the following vehicles or their direct replacements:

#28 Oiler	#423 Paint Machine (Rear Operator)
#88 Paint Supply Truck	
#420 Weed Sprayer	Crack Fillers/Patch Machine

(d) Snow Removal Equipment.

(1) Truck Drivers assigned to snow removal equipment for the winter season shall be paid at the MEO rate, in accordance with Sections 8.04(a) and 8.10(a)(1), for the entire season.

(2) DPF Carpenters seasonally assigned to snow removal equipment for the winter season shall be paid an hourly premium of \$.80 per hour for the entire season.

(3) Skilled Road Maintainers and Road Maintainers assigned to snow removal equipment shall be paid at the MEO rate, in accordance with Section 8.04(a) but not in accordance with the premium rates as provided in Section 8.10(a)(1), for only those hours operating such equipment.

(e) New or Unlisted Equipment. When the County acquires new equipment which is not listed in this Section, or when the C.S.E.A. desires to have previously acquired equipment listed in this Section, C.S.E.A. may refer such listing issue to the appropriate LRC for discussion at its next regularly-scheduled meeting, and for subsequent resolution.

**Section 8.11 Hours of Pay for Specific Titles.** Notwithstanding the above, Skilled Road Maintainers, Road Maintainers or Road Maintainer Trainees shall be paid at the Truck Driver rate for all hours working as a Truck Driver if such hours during any one day are less than five hours. If the hours worked as a Truck Driver in any one day total five hours or more, such employee shall be paid at the Truck Driver rate for the full day. However, this does not apply when such employee is operating snow removal equipment.

Section 8.12 Commercial Driver's License Holders. The terms and provisions of the 1995 Memorandum of Agreement regarding the impact of new New York State requirements pertaining to Commercial Drivers' Licenses and endorsements shall continue to be a part of this agreement.

Section 8.13 Bus Driver II's. Effective January 1, 2002, those employed as CARTS Bus Driver II's shall be moved to the salary schedule at Grade 1, Step 1 or a Step consistent with each individual's length of employment, up to a maximum of Step 3. Subsequent to 2002, those Bus Driver II's who are eligible for increments in accordance with Section 8.03 shall be considered for increments under the Section 8.03 rules and procedures.

## **ARTICLE 9. LONGEVITY**

Section 9.01 Eligibility and Amount.

- (a) Longevity increments shall be granted to county employees after ten (10) years of continuous service. The employee shall receive thirty dollars (\$30.00) for each year of service with the County.
- (b) Part-time employees shall receive a pro-rated amount of longevity based on their percentage of full-time employment at the time of the issuance of longevity payments.

Section 9.02 When paid.

- (a) All employees eligible for longevity increments shall be paid in a lump sum on the first pay day of December, in a separate check, after the employee has completed the necessary number of years of service.
- (b) An employee who resigns after completing 10 or more full years of employment shall be paid the appropriate longevity with the last pay check.
- (c) An employee who has completed 10 or more full years of employment, takes a leave of absence and then resigns during the leave of absence shall be paid the appropriate longevity on the first pay following the date of resignation..
- (d) An employee who is on a leave of absence when payments are issued shall be paid the appropriate longevity with the first pay following return to work.

Section 9.03 Cents per Hour.

- (a) All employees currently receiving a "cents-per hour" longevity increment shall continue to receive them in the same manner as before: The increment shall be divided by the number of base hours per year for the position and the resulting hourly rate shall be added to the base rate. This "cents-per-hour" longevity increment shall increase on the next January 1 or July 1 after each additional year of service is completed.
- (b) Effective January 1, 1982, cents-per-hour longevity payments shall be paid in the following manner. If January 1 or July 1 falls on the 1<sup>st</sup> through 8<sup>th</sup> day of a pay period, then the increase will be effective at the beginning of that pay period, if January 1 or July 1 falls on the 9<sup>th</sup> through 14<sup>th</sup> day, the increase will be effective at the beginning of the following pay period.

## **ARTICLE 10. REIMBURSABLE EXPENSES**

### Section 10.01 Travel.

- (a) An employee shall be reimbursed for all mileage traveled on county business minus normal commutation and personal business, unless otherwise indicated in this Section. The normal commutation shall be defined as the distance between the employee's home and the employee's normally assigned work location (facility where a majority of employee's time spent). Such reimbursement shall be at the appropriate IRS rate. Each employee shall have only one normally assigned work location.
- (b) Notwithstanding the language set forth above, any employee who travels outside the County on business, on any type of emergency basis and/or for the convenience of the County shall receive reimbursement for all miles driven.
- (c) Prior to reimbursement the employee shall be required to adequately account for all miles to be reimbursed by filing a travel expense voucher with the department head or his or her designee for approval.
- (d) Under no circumstances shall additional mileage be allowed for more than one person traveling in the same vehicle.
- (e) Parking, garage storage expense, Thruway and other tolls, and travel by public transportation shall be reimbursable and must be supported by receipts, ticket stubs, or other evidence of amounts.
- (f) No receipt shall be required for taxi, bus or subway fares, or for NYS Thruway fees between any exit in Chautauqua County and Buffalo.
- (g) Every effort shall be made so that more than one employee can ride in the same car when traveling to the same place.
- (h) Not more than one round trip shall be reimbursed on each occasion in going to and from places of public transportation.
- (i) When for the benefit of the County an employee is required by the department head to drive his personal vehicle to a temporary work station for which transportation is not provided by the county, he or she shall receive mileage for such trips.
- (j) If an employee is required to drive as part of their employment duties, and driving from home at the beginning of the day or to home at the end of the day results in more efficient use of work time, is convenient for the Department or the Department's clients, or for any reason is approved by the Department head, such expenses related to driving from or to home will be reimbursable.

Section 10.02 Parking. An employee whose normally assigned work location is in the City of Jamestown shall be reimbursed a maximum of \$20.00 per month for parking expenses upon submission of a receipt indicating payment of minimally \$20.00 per month for such parking.

### Section 10.03 Meals.

- (a) When Meals are Reimbursable.
  - (1) Generally, meals are not reimbursable unless otherwise stated in this Section.
  - (2) Meals are reimbursable when an employee travels outside the County on County business.

- (3) Meals are reimbursable when an employee attends a training, conference, convention or meeting that extends through the employee's normal meal time, regardless of location.
  - (4) Meals are reimbursable when the employee is away from his or her normally assigned work location through the employee's normal meal time. In the case of DPF road crews, the normally assigned work location shall be where the road crew is assigned.
  - (5) In the event an employee is required to work beyond his or her normal work day, he or she shall be reimbursed for a meal actually taken provided such additional time worked is four (4) or more hours.
  - (6) A DPF Transportation Division employee engaged in snow removal or ice control shall be entitled to a stipend for a meal for the first eight (8) hours of work, and shall be entitled to an additional stipend for each four (4) hours worked thereafter, regardless of location. If such employee is called in to work on an unscheduled day, he or she shall be reimbursed for meals actually taken in the first four (4) hours of work, and shall be entitled to a stipend for each four (4) hours worked thereafter, regardless of location.
  - (7) A DPF Transportation Division employee engaged in weed spraying or a member of a paint crew shall be reimbursed for meals actually taken for the first eight (8) hours of work, and shall be entitled to an additional stipend for each four (4) hours worked thereafter, regardless of location.
- (b) Amount of Reimbursement.
- (1) When Meals are reimbursable, they shall be reimbursed up to a maximum of \$5.00. A receipt must be produced.
  - (2) If the employee is attending a training, conference, convention or meeting when the meal is provided as part of the event, the normal reimbursement amount may be exceeded if a receipt is produced.
  - (3) When an employee travels outside the County on County business, a reasonable meal expense will be reimbursed to the full amount.
  - (4) An employee who buys a meal for a client while that client is in the custody of the employee may be reimbursed \$3.00 without a receipt, and up to a maximum of \$6.00 with a receipt. The employee's request for reimbursement must be approved by his or her supervisor.
  - (5) When a stipend is provided, such stipend shall be \$5.00 for each meal.

Section 10.04 Lodging. All claims for lodging shall be supported by receipts showing the amount, date, location and name of the hotel or motel. In case of double occupancy, receipts should show the charges for the person claiming the reimbursement.

Section 10.05 Tips and Gratuities. The County shall reimburse an employee for a tip or gratuity of up to fifteen percent (15%) on a receipted meal. Also, the County shall reimburse an employee when a service charge is added by a restaurant or hotel to a bill for a meal or lodging and is shown as an entry on the receipt.

Section 10.06 Telephone Calls. When a County employee is out of town on County business, attending a conference, or at a training session; such travel has been authorized by his or her Department head or such Department head's designate; and such travel involves overnight accommodations; the employee may be reimbursed for one telephone call to his or her family, up to a maximum cost of \$5.00 per day, during the travel period. "Family" shall include family members currently residing with the employee, or a family member who is dependent upon the employee for care. An itemized receipt indicating minimally the date of the telephone call, and the phone number called, and, if the call is placed to a location other than to the employee's current residence, a statement signed by the employee indicating to whom the call was made, must accompany the request for reimbursement. Said statement does not need to indicate names of persons called, but merely that the call was placed to a family member residing with the employee, or a family member dependent on the employee for care.

Section 10.07 Convention or School. Registration fee of \$100 is allowed pursuant to Section 77-b of the General Municipal Law for the attendance at a convention or school conducted for the betterment of county government. A receipt for this expense when presented to the Finance Department should indicate if it covers anything more than actual registration fee or tuition.

Section 10.08 Mechanics' Tool Allowance.

- (a) An annual tool allowance will be paid to each employee permanently appointed to and serving in the title of Mechanic I, Mechanic II, Mechanic III or Mechanic IV as follows:
  - (1) For the year 2001, \$350.00;
  - (2) For the year 2002, \$500.00;
  - (3) For the year 2003, \$500.00.
- (b) The tool allowance will be paid twice a year, in January and in July, in the form of separate payroll checks to each eligible employee, prorated based upon total number of hours worked in qualifying titles during the preceding six months. The number of hours worked during that period will be divided by the hours for a full-time, 40 hour per week standard, and the resulting percentage will be applied to the semi-annual allowance of one-half of the annual allowance. The maximum allowance payable will be, in 2001, \$175.00, and in 2002 and 2003, \$250.00 semi-annually. In the event the semi-annual allowance due is less than \$10.00, that amount will be rolled over until the next semi-annual payment is due and added to the amount due the employee, and paid at that time or at the time of separation from County service.
- (c) If such tools are lost, stolen or destroyed, the cost of replacement or repair shall be borne by the County. The DPF shall replace the lost, stolen or destroyed tool rather than reimburse the employee.

Section 10.09 Damages to Personal Property.

- (a) When an employee's automobile is damaged by a client in the conduct of County business, the County shall reimburse the employee for reasonable and necessary

repairs upon presentation of documentation of the nature of the damage, how the damage occurred, and the cost of repair.

- (b) When an employee's personal property is damaged, destroyed or stolen in the conduct of County business, the County shall reimburse the employee for reasonable and necessary repairs or replacement upon presentation of documentation of the extent of the damage if applicable, how the incident occurred, and the cost of repair or replacement, provided, however, that no other source of payment for repairs or replacement is available to the employee.

Section 10.10 Tuition and Licensing Fees.

- (a) Nurses. In the event that nurses employed by the County on a full time or part time basis are mandated by State Law or regulations to take a course or courses in order to maintain their nursing licenses, the individuals shall be reimbursed for tuition fees incurred, if any. Proof of successful completion of the course will be required in order to qualify for reimbursement.
- (b) The County shall earmark minimally \$5,000.00 during each year of this Agreement for reimbursement of mandated training, for required license fees, and for required credentials pursuant to established guidelines and subject to review by the County CPP LRC. The established guidelines are available from and administered by the Department of Human Resources. Such funds shall be disbursed by December 31st of each year. This provision is to operate independently of Section 10.10(a) above.

Section 10.11 Forms of Claims.

- (a) All claims for personal expense shall be on forms approved by the Finance Department. A department head may require the use of a special form when approved by the Director of Finance. All such claims shall contain as a minimum the following information:
  - (1) Specific nature of county business when expense is incurred.
  - (2) Date, time and place where expense is incurred.
  - (3) Point of departure and destination.
  - (4) Receipts where required.
- (b) Expense claims shall not be reimbursed until the total amount of the claims submitted by an employee is at least fifty dollars (\$50.00). Notwithstanding the foregoing, if an employee's claims remain under fifty dollars (\$50.00) at the end of any calendar quarter, such claims will be paid as soon thereafter as practicable.

Section 10.12 Travel Advance. The county shall advance an employee monies to pay for travel expense prior to the employee leaving on a county authorized business trip. The advance request must be approved by the department head and submitted with a travel authorization certificate. The advance will be paid in accordance with regular Department of Finance expense payments schedule. The final itemized expense claim must be submitted within five (5) working days after return.

## ARTICLE 11. PAID AND UNPAID LEAVES

### Section 11.01 Vacation.

#### (a) Accruals.

- (1) Each full time employee shall earn vacation credits as follows:
  - A) One day per month through seven years of service;
  - B) One and one half days per month after completing seven years of service;
  - C) Two days per month after completing 14 years of service.
- (2) Effective July 1, 2002, each full time employee shall earn vacation accruals as follows:
  - A) One-half day per pay period through seven years of service;
  - B) Three-fourths of a day per pay period after completing 7 years of service;
  - C) One day per pay period for after completing 14 years of service.
- (3) For employees who are eligible for an increase in accruals and whose date of hire falls between January 1 and June 30, inclusive, such increase shall become effective July 1. For employees who are eligible for an increase in accruals and whose date of hire falls between July 1 and December 31, inclusive, such increase shall become effective January 1.
- (4) Regular vacation credits shall accrue from the beginning of full time employment, provided the employee receives six days of pay in the payroll period, including when the employee is leaving County service.
- (5) Vacation leave for employees may accumulate to a maximum of thirty (30) days.
- (6) No employee may accumulate vacation accruals while on leave without pay.
- (7) To the maximum extent possible, each employee's up-to-date vacation accruals shall be provided on the employee's pay stub.

#### (b) Using Vacation Accruals

- (1) All requests to use vacation accruals must be in writing.
- (2) Upon receipt of a request to use vacation accruals, a Department head must inform the employee whether the request is approved or denied in writing within ten working days. If the Department head fails to

respond to such a request within the allotted time, the request shall be considered approved.

- (3) All requests to use vacation accruals shall be considered in order based on the date the request is received.
  - (4) If a Department head receives requests to use vacation accruals from two or more employees on the same day; and the Department head determines that he or she cannot grant vacation to all of the employees requesting it, vacation requests shall be granted based on seniority as defined in Article 14 of this Agreement. In this instance, a Department head may make temporary changes in shift assignments to cover absences.
- (c) Vacation Pay. Employees using vacation accruals shall be paid at their current hourly rate for each hour of vacation accruals used.
- (d) Selling Back Vacation Accruals
- (1) If an employee has used at least ten days of vacation during any budget year, he or she can elect to sell back to the County his or her unused vacation accruals, as long as the employee keeps a minimum of twelve days of vacation accruals.
  - (2) If this election is made, the employee shall be paid for such accruals at his or her current hourly rate for each hour of vacation accruals sold back. This payment will be made by the first payroll in February.
- (e) Transfer. In the event of transfer to another department, vacation credits shall be used insofar as is practicable but any remaining credits shall be transferred with the employee.
- (f) Separation from Employment
- (1) Upon the resignation, retirement or death of an employee, the employee or his or her beneficiary shall receive payment at the employee's last hourly rate for all unused vacation accruals.
  - (2) If an employee is laid off for an indefinite period, the employee may elect to be paid at his or her last hourly rate for all unused vacation accruals. After one year of continuous layoff, the employee shall receive payment at his or her last hourly rate for all unused vacation accruals.

Section 11.02 Sick Leave.

- (a) Accruals. Sick leave shall be earned by a full time regular employee at the rate of one-half day of leave per payroll period, provided that the employee receives six (6) days of pay in the payroll period.
- (b) Plans. There shall be two sick leave plans, as follows:
  - (1) Plan A
    - A) Sick leave may be accrued to an unlimited amount.
    - B) Plan A participants shall be entitled to benefits upon retirement as noted in Article 17, Retirement.
    - C) Employees working between 50% and 90% of full time will be eligible for a good attendance bonus prorated by the percent of full-time worked.
    - D) Employees accruing a good attendance bonus shall be eligible for a payment of \$105.00 for attendance periods commencing November 1, 2000 or later upon submission of proof of eligibility as follows:
      - 1 Any employee who does not take any sick time or time off without pay for a four month period will earn such "Good Attendance Bonus" . Time off without pay shall not include time unpaid when an employee is tardy due to inclement weather.
      - 2 If an employee uses sick time, he or she will begin a new four-month bonus period immediately upon return to work.
      - 3 For the purpose of bonus eligibility:
        - a) Contribution of one-half or one day to the sick leave bank or making a sick donation will not be counted;
        - b) Time off without pay, either on unpaid leave of absence, suspension or taking time not covered by vacation, personal leave or compensatory time, will cause the employee to begin a new qualifying period.
    - E) Plan A Sick Leave Bank Contributions. Each employee shall contribute one day per year to a sick leave bank, to be deducted from such employee's accruals on January 31 of each year for his or her first three years of employment. Further contributions of one day from all employees in the plan to the bank will only be required when the sick leave bank balance falls below 10,000 hours. Replenishment will be made on January 31 of the succeeding year.
  - (2) Plan B
    - A) Sick leave may be accumulated up to a maximum of 90 days. Any accumulation in excess of 90 days shall be converted to vacation.
    - B) Employees hired on or after January 1, 1978, shall be under Plan A.
    - C) Employees hired prior to January 1, 1978, who have chosen to participate in Plan B may remain in this plan.
- (c) Use of Regular Sick Leave for Plans A & B.

- (1) Absence with full pay utilizing sick leave accruals shall be granted to the employee for reason of illness, injury, physical or mental incapacity, or quarantine ordered by a medical authority.
  - (2) Absence with full pay utilizing sick leave accruals up to a maximum of eight (8) days per year shall be granted to the employee for reason of illness or incapacity of a member of the employee's immediate family.
  - (3) Employees may also use sick leave accruals for personal routine doctor and dental appointments.
  - (4) Employees may also use sick leave accruals for bereavement as described in Section 11.04 of this Article.
  - (5) If an employee finds it necessary to absent himself or herself from work by reason of any cause outlined above, he or she shall notify his or her immediate superior of his or her absence and the reason therefore within one hour of the time he or she is expected to report for work or as soon as possible thereafter.
  - (6) If the employee uses more than five (5) consecutive days of accrued sick leave, the employee must submit within a reasonable time a doctor's certificate indicating that the employee or a family member whom the employee is attending is either ill, injured, physically or mentally incapacitated, or that a quarantine ordered by a medical authority continues.
  - (7) The Department Head may require a doctor's certificate for sick leave absences of less than five (5) consecutive days if the Department Head deems such certification necessary, but such requirement will not be a general rule.
  - (8) When a doctor's certificate is required, if such statement does not specify a date that the employee is released to return to work, an additional doctor's statement indicating that the employee is released to return to work must be provided before the employee will be allowed to return to work.
- (d) Extended Sick Leave for Plans A & B.
- (1) If the employee is absent due to his or her own illness, injury, physical or mental incapacity, or quarantine ordered by a medical authority; he or she exhausts all accrued sick leave; and he or she has not been released to return to work by a physician; the employee may apply to the Director of Human Resources for extended sick leave.
  - (2) If the employee has already submitted a doctor's statement indicating that the period of disability or illness continues, no additional doctor's statement is automatically necessary. If there is no current doctor's statement indicating that the employee continues to be ill or disabled, the application must be accompanied by such a statement. The Director of Human Resources may request a second doctor's statement if he or she deems it necessary.
  - (3) Upon receipt of the application, the Director of Human Resources shall grant the employee additional sick leave accruals equal to 1/4<sup>th</sup> of the accruals present on the books for the employee on the first day that the employee took ill or was incapacitated. The employee may use

these accruals for continued absences with full pay until they are exhausted, or he or she returns to work, whichever is sooner.

- (4) During the period of extended sick leave, the employee's vacation leave and sick accruals shall not increase, but the employer shall continue to pay its share of health insurance premiums, and shall provide the employee with any increments due and recommended by the department.

(e) Use of Plan A Sick Leave Bank.

- (1) Only Plan A participants may request use of sick leave bank accruals.
- (2) If the employee is absent due to his or her own illness, injury, physical or mental incapacity, or quarantine ordered by a medical authority; he or she exhausts all accrued sick leave and extended sick leave; he or she has been ill or disabled for a minimum of twenty (20) working days; and he or she has not been released to return to work by a physician; the employee may apply to the Director of Human Resources for additional sick leave benefits from the sick leave bank.
- (3) If the employee has already submitted a doctor's statement indicating that the period of disability or illness continues, no additional doctor's statement is necessary. If there is no current doctor's statement indicating that the employee continues to be ill or disabled, the application must be accompanied by such a statement. The Director of Human Resources may request a second doctor's statement if he or she deems it necessary.
- (4) Upon receipt of the application, the Director of Human Resources and the C.S.E.A. Unit #6300 President shall make a determination on the application. If the Director of Human Resources and the C.S.E.A. Unit #6300 President disagree, the application shall be forwarded to the County Executive for a determination.
- (5) When the application is approved, the employee shall be credited additional sick leave accruals equal to the amount of sick leave present on the books for the employee on the first day that the employee took ill or was incapacitated. The employee may use these accruals for continued absences with full pay until they are exhausted, or he or she returns to work, whichever is sooner.
- (6) During the period of use of sick leave bank benefits, the employee's vacation leave and sick accruals shall not increase, but the employer shall continue to pay its share of health insurance premiums, and shall provide the employee with any increments due and recommended by the department.
- (7) Should the employee return to work before all sick leave bank accruals are exhausted, any remaining sick leave shall be returned to the sick leave bank. If the employee returns to work part-time, such sick leave bank accruals shall remain credited to the employee until his or her doctor releases him or her to return to work full time.

(f) Sick Leave Donations for Plans A & B.

- (1) If the employee is absent due to his or her own illness, injury, physical or mental incapacity, or quarantine ordered by a medical authority; he or she exhausts all accrued sick leave, extended sick leave, sick leave

bank if eligible, all but five days of vacation and/or personal time, and any other accruals; he or she has not been released to return to work by a physician; the employee may apply to the Director of Human Resources for sick leave donations.

- (2) If the employee has already submitted a doctor's statement indicating that the period of disability or illness continues, no additional doctor's statement is necessary. If there is no current doctor's statement indicating that the employee continues to be ill or disabled, the application must be accompanied by such a statement. The Director of Human Resources may request a second doctor's statement if he or she deems it necessary.
  - (3) Upon receipt of the application and medical evidence if needed, the Director of Human Resources shall contact the Department head and the President of C.S.E.A. or his or her designee to initiate sick leave donations.
  - (4) Any employee may voluntarily donate either a half-day or a full day of sick leave credits they have accrued to the ill or incapacitated employee. The Department head or his or her designee shall coordinate such contributions, and notify the Director of Human Resources of which employees have volunteered to donate sick leave credits, and the amount that each employee is willing to donate. Such credits shall then be removed from the accruals of the employee donating the credits, and shall be credited to the ill or incapacitated employee.
  - (5) The employee may use these accruals for continued absences with full pay until they are exhausted, until he or she is eligible for sick leave bank accruals if not previously eligible, or he or she returns to work, whichever is sooner.
  - (6) During the period that the employee uses accruals received through sick donations, the employee's vacation leave and sick accruals shall not increase; but the employer shall continue to pay its share of health insurance premiums, and shall provide the employee with any increments due and recommended by the department.
  - (7) Should the employee return to work before all sick donations are exhausted, any remaining sick donations shall be credited to the sick leave bank. If the employee returns to work part-time, such sick donations shall remain credited to the employee until his or her doctor releases him or her to return to work full time.
- (g) Workers' Compensation for Plans A & B.
- (1) An employee who is injured on the job is entitled to compensation benefits as provided under the New York State Law. He or she may, however, accept the medical care provided by compensation and elect to receive full pay for such time as he or she has sick leave or vacation credits.
  - (2) In the event that the employee elects leave rather than compensation benefits the Employer shall request reimbursement for the amount so paid as provided by the Worker's Compensation Law. Leave credits, equal to the money value (computed to the nearest half day) of the

above credits which is paid to the Employer, shall be restored to the employee's credit.

- (h) Transfer. In the event of transfer to another department, sick leave credits shall be transferred with the employee.

Section 11.03 Personal Leave.

- (a) Two days of personal leave shall be granted to each employee during each calendar year.
- (b) Personal leave days shall not be cumulative. All unused Personal Leave at the end of each calendar year shall be added to the employee's sick leave account.
- (c) A new employee shall be granted one day of personal leave on his or her first day of work and if this is during the months of January through June, a second day after six months of service. Thereafter, they shall be granted in accordance with Section 11.03(a).

Section 11.04 Bereavement Leave.

- (a) Up to three (3) days of bereavement leave, per occurrence (at the time of death) shall be granted to each employee upon the death of a spouse, common living partner, parent, step-parent, child, step-child, mother-in-law or father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent and grandchild, spouses grandparent and grandchild. If requested, an employee may use sick accruals for extended bereavement when needed. In addition, if requested, an employee may use sick accruals for bereavement purposes upon the death of an aunt or uncle.
- (b) For purposes of this Section, "common living partner" shall mean a person who has lived with an employee in a conjugal relationship for at least one year, has a mutual and exclusive commitment to the employees well-being, is financially interdependent with the employee by sharing common assets and common debts, and is of age for legal marriage. Common living partners must sign a declaration and provide evidence, such as but not limited to joint tax returns, wills and insurance policies, that prove they live together in such a relationship.

Section 11.05 Holidays.

- (a) Observed Holidays. The following twelve holidays in New York State will be observed in Chautauqua County in all departments.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- (b) Working on a Holiday. Any employee may be required by his or her department head to work on any holiday if it is necessary for the efficient operation of that unit of government. If an employee is required to work on a holiday, he or she shall receive pay for the time worked plus a day's pay for the holiday or he or she shall be granted vacation time compounded by time and one half for hours over forty, at the employee's option.

- (c) Weekend Holidays. When a holiday falls on a Sunday, it shall be celebrated on the following Monday. When a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. Offices which are required to remain open shall be manned with minimal staff.

Section 11.06 Maternity Leave.

- (a) The employee shall present the department head with a physician's certificate no later than three (3) months prior to the expected date of delivery. An employee may continue to work for as long as approved by her physician, as presented in her certificate.
- (b) Sick leave as provided in Section 11.02 may be used only if the employee is medically disabled from the performance of her duties as certified by her physician.
- (c) If requested, leave without pay shall be granted by the department head up to a total of three (3) months prior to the date of delivery and up to a total of nine (9) months after date of delivery. If requested, a nine (9) month leave without pay shall also be granted following an adoption.
- (d) The employee may return to work after the date of delivery as soon as approved by her physician, but in no case later than nine (9) months after date of delivery.

Section 11.07 Military Leave. Military leave shall be as provided by New York State Statute.

Section 11.08 Leaves of Absence without Pay.

- (a) Any Purpose. If requested, a department head may grant leaves of absence without pay for other purposes the department head may feel to be just and proper for a period of time not to exceed fifteen (15) working days in a calendar year. Any excess leave shall require the approval of the County Executive.
- (b) Leave of Absence Without Pay for Medical Reasons. If requested, a Department Head may grant a leave of absence without pay not to exceed three (3) months for medical reasons, without approval of the County Executive.
- (c) One Year Leaves of Absence Without Pay for Educational Purposes. Any appointing authority with the advance approval of the County Executive may grant a leave without pay to an employee of the county for a period not to exceed one year for the purpose of enrolling in a recognized college or university to take a course that is allied to the duties of the employee. An employee on leave pursuant to this paragraph shall not earn sick leave, vacation or increment credits, nor shall he or she be entitled to health insurance benefits. He or she will return to work at the same grade and step as when he or she started his or her leave.

Section 11.09 Leaves of Absence With Pay. A full time employee with service in the County of two or more years may be granted leave with a stipend, full or partial salary and/or expenses and tuition as authorized by Section 77-b of the General Municipal Law when approved by an appointing authority for the purpose of cooperation with the State or Federal Government or other educational training or recruitment program. Such leave shall require the approval of the County Executive, pursuant to the Administrative Code. The two year service requirement may be waived in the case of those positions

requiring in-service training and education as is fixed by the State of New York. An employee on such leave will earn no sick leave, vacation credits or increment credits if such leave is for more than four (4) months.

## **ARTICLE 12. JURY DUTY**

Section 12.01 Regular county employees shall be entitled to their usual salary for the days they serve as a juror or are subpoenaed as a witness in any court. This shall also apply to those employees who work the second or third shift. As a condition to being paid their usual salary, they shall turn over to their department head the fees earned as a juror. Should the employee receive a mileage allowance from the Court, the employee may retain such mileage allowance.

## **ARTICLE 13. VOLUNTEER FIREFIGHTERS AND EMERGENCY RESCUE UNIT MEMBERS**

Section 13.01 Payment During Working Hours. Any county employee who is a member of a volunteer fire department shall be paid for his or her time spent on any emergency call during his or her regular shift under the conditions set out in this Article.

Section 13.02 First Response Fire or Emergency Call. A volunteer firefighter shall be excused from work for a first response fire or emergency call if he or she is in or near his or her district and is able to hear the alarm or receives a pager call and is no more than a ten (10) mile radius from the scene of the incident.

Section 13.03 Major Response Call. Any firefighter shall be excused from work for a major response call if he or she receives a pager call and is no more than a twenty (20) mile radius from the scene of the incident. A major response call is one where the Officer-in-Charge requests mutual aid and the fire control center in the Sheriff's office, or, if the call is regularly generated by the local fire or police dispatch, such local fire or police dispatch, communicates over the pager frequency that mutual aid has been requested and additional manpower is required.

Section 13.04 Statement Required. In the event a volunteer firefighter has responded to a fire or emergency call and is on the call at the time he or she is ordinarily required to report for work, he or she may remain until discharged by the Officer in Charge. The employee shall secure a statement from the Officer in Charge regarding the nature of the call and the amount of time that was required to work upon request of the employee's Department head or his or her designee.

Section 13.05 When Excused from Work. A volunteer firefighter shall be excused from work only when he or she is not performing an essential function as determined by his or her supervisor.

Section 13.06 Transportation not Provided. The County is not required to furnish any firefighter transportation to the scene of a fire or emergency.

## ARTICLE 14 SENIORITY AND LAYOFF

Section 14.01 Definition. Seniority means length of continuous service with the County. In transfer or promotion from one department to another, breaks in service not requested by the employee shall be continuous service.

Section 14.02 When Seniority Ceases. Seniority shall cease for any one of the following reasons:

- (a) Resignation
- (b) Discharge
- (c) Retirement
- (d) Layoff of more than two years, OR
- (e) Failure to report to work within two days of receiving a certified letter of recall, return receipt requested.

Section 14.03 Continuous Service. Continuous service shall include those periods when an employee is on the employer's payroll and those periods when an employee is:

- (a) On leave of absence with or without pay when authorized,
- (b) On layoff, or
- (c) Absent from and unable to perform the duties of his or her position by reason of disability resulting from an injury or illness not to exceed one year.

Section 14.04 Simultaneous Hiring. If two or more employees are hired on the same date, their relative seniority shall be determined by lot. If their title is identical, a lot is to be drawn by the employer, duly witnessed by C.S.E.A. and recorded on the seniority list.

Section 14.05 Layoffs. All layoffs shall be pursuant to applicable provisions of this agreement.

- (a) For layoff purposes, an employee's seniority shall determine the order to be followed. In a department, the employee with the least seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be reached. When all displacement possibilities are exhausted within the department, the employee shall have the right to displace in other departments.
- (b) Permanent competitive class employees shall have the right to displace:
  - 1) Employees with lesser seniority in lower jobs in the direct line of promotion in the department, or if this is not possible;
  - 2) Employees with lesser seniority in lower jobs previously held on a permanent basis in the department.
  - 3) When all displacement possibilities are exhausted within the department, the employee shall have the right to displace in other departments.
- (c) Permanent non-competitive and labor class employees shall have the right to displace non-competitive and labor class employees with lesser seniority in lower jobs previously held on a permanent basis in the department. When all displacement possibilities are exhausted within the department, the employee shall have the right to displace in other departments.

- (d) If an employee is being laid off for more than one week, the appointing authority shall give ten (10) working days notice.

Section 14.06 Recalls. Recalls shall be in the inverse order of layoff.

Section 14.07 Shift Preference. In departments that do not rotate shifts, shift preference shall be determined by seniority. Once a determination has been made, further exercise of seniority for shift preference shall be limited to once per calendar year.

Section 14.08 Vacation Preference. When two or more vacation requests are received on the same day, vacation time preference shall be determined by seniority regardless of shift, it being understood that the appointing authority may make temporary changes in shift assignments to cover absences.

Section 14.09 Seniority List.

- (a) Once each year, the employer shall provide C.S.E.A. with a current seniority list. If the seniority list is not challenged by C.S.E.A. within 30 days of receipt, it shall be considered accepted by C.S.E.A.
- (b) When the payroll is on the in-house computer, and if there is no additional cost incurred, the seniority list shall be by title. Such list shall contain the employees name, title, department, employee identification number and seniority date.
- (c) Once each month the employer shall provide C.S.E.A. with a listing of personnel transactions. Such list shall contain employee accessions, promotions and transfers, including part-time, seasonal and temporary, and separations, including demotions, retirements, resignations and deaths.

## **ARTICLE 15. JOB OPPORTUNITY INFORMATION VACANCIES AND TRANSFERS**

Section 15.01 Notice. All permanent vacancies within Unit #6300 shall be posted for twelve (12) calendar days (such 12 day period to begin the day following the posting) prior to filling. Such notice shall be sent to C.S.E.A. stewards in each department, pursuant to a list of stewards provided by C.S.E.A., for posting at all work locations. Such posting shall include:

- (a) The job title  
(b) The date posted  
(c) The qualifications for the position  
(d) The rate of pay  
(e) The hours of work  
(f) The work location.

Section 15.02 Interviews. Any employee represented by Unit #6300 who is reachable on a civil service eligible list certified for permanent appointment to a posted vacancy shall be granted an interview by the appointing authority. Additionally, any employee represented by Unit #6300 who is interested in a posted vacancy either by transfer to another department or reassignment within a department, may file a request form for this vacancy with the Director of Human Resources, and if determined eligible under civil service rules, will be granted an interview by the appointing authority.

Section 15.03 Considerations. In determining the most qualified individual to fill a vacancy, the appointing authority may consider within the requirements and confines of the civil service law, among other factors, reassignments within the department, promotional opportunities within the department, or transfer from one department to another. The appointing authority shall also consider the applicant's knowledge and experience, seniority, previous job performance, desire to work in a particular location, and stated employment objectives. For promotional opportunities within the department, the applicant with the most seniority shall be presumed to be the most qualified. Where the most senior applicant is not selected, that applicant shall, upon request, receive a written or oral explanation in a timely fashion.

Section 15.04 Involuntary reassignment. No employee shall be involuntarily reassigned for arbitrary or capricious reasons or as an act of discipline. Such reassignment shall be subject to the grievance and arbitration procedures with the burden of proof upon the grievant.

Section 15.05 Management rights. Subject to the provisions above, the County shall retain the right to manage and assign the work force.

## **ARTICLE 16 INSURANCE**

Section 16.01 Health Insurance Provided. The County shall provide health insurance for each employee to cover the employee and any eligible dependents. Such insurance shall be the Chautauqua County Self-Insured Health Plan, and such coverage shall be provided as described in the Plan Document published in October, 2000. Notwithstanding this, such plan shall be modified as follows:

- (a) the requirement for a referral to a specialist from a primary care physician is eliminated;
- (b) enhanced contraceptive coverage to include injectibles is provided;
- (c) coverage for injectibles is added at fifty percent (50%) of cost; and
- (d) allergy treatments are covered with the Plan paying ninety percent (90%) of the cost, and the employee paying ten percent (10%) of the cost.

Section 16.02 Dental Insurance. The County shall also provide dental insurance for each employee to cover the employee and any eligible dependents. Such plan shall be the coverage currently provided by Delta Dental, or a similar plan with the following enhancements:

- (a) For 2001, the per person maximum payment made by the plan shall increase to \$1,000.00; diagnostics and preventative services shall be paid at 100% of the fee schedule; and the basic and major restorative fee schedule shall increase on average by twenty percent (20%);

- (b) For 2002, the amount paid for basic restorative services shall increase to 80% of reasonable and customary charges for such services;
- (c) For 2003, the amount paid for major restorative services shall increase to 50% of reasonable and customary charges for such services;
- (d) In no event shall any charges exceed the Delta Dental preferred provider maximums for the relevant year.
- (e) The enhancements scheduled for 2003 shall not take effect if an actuarial study based on users of the County Plan recommends a rate increase of greater than 14% for the year 2003.

Section 16.03 Vision Insurance. The County shall also provide vision insurance for each employee to cover the employee and any eligible dependents. Such plan shall be the coverage currently provided by First Rehab, or a similar plan, but such coverage shall pay a maximum of \$200.00 per covered individual in any 24-month period effective as of ratification of this Agreement.

Section 16.04 Prescription Co-pays. Prescription co-pays shall be as follows:

- (a) In 2001, \$3.00 for generic drugs, \$7.00 for brand name drugs where no generic is available or is not medically feasible, and \$10.00 for brand name drugs where a generic drug is available and medically feasible.
- (b) In 2002, \$4.00 for generic drugs, \$8.00 for brand name drugs where no generic is available or is not medically feasible, and \$12.00 for brand name drugs where a generic drug is available and medically feasible.
- (c) In 2003, \$5.00 for generic drugs, \$10.00 for brand name drugs where no generic is available or is not medically feasible, and \$15.00 for brand name drugs where a generic drug is available and medically feasible.

Section 16.05 Premiums. Premiums paid by employees and insurance rates shall be in accordance with the attached scheduled which are incorporated into this Agreement.

Section 16.06 Annual Selections. For the purpose of implementing the provisions above, employees shall exercise their choice of enrollment as a single enrollment, a two-member family enrollment, or a three-member or more family enrollment during the month of November of each year of this agreement with coverage effective the following January.

Section 16.07 Opting Out.

- (a) Procedure. If employees wish to opt out of the County Plan, they may do so in the enrollment periods listed above. The County shall pay the employee \$1,000.00 to opt out of the County sponsored health care coverage by means of separate checks of \$500.00 each on the last pay date of June of the year

covered by said opt out and the last pay date of December of the year covered by said opt out. The opting out privilege shall only be available when the employee provides evidence satisfactory to the County that the employee has health insurance provided by another insurance plan. The employee shall also deliver a waiver signed by the employee and the employee's spouse releasing the County of all responsibility and holding harmless the County and the Union from any consequence that may arise after an employee exercises this option.

- (b) Rejoining County Plan. The County agrees to permit employees to rejoin the County Plan each January 1st. The employee must notify the County in writing in November of said decision to rejoin for his or her coverage to be effective the following January 1. If the employee wishes to rejoin a plan prior to the expiration of a year, the employee must show an unanticipated change in circumstances regarding his or her alternative coverage (non-voluntary loss of coverage) to be permitted to so rejoin by the rules of such plan. The waiver payment to be made the following June or December will be pro-rated accordingly based upon the amount of time the employee "opt out" election was in effect. Employees who resign or terminate employment prior to the end of the year shall receive a pro-rated portion of such waiver payment at the time of payment to other employees. An employee on probation may waive his or her insurance coverage at the time of eligibility and be paid on a pro-rated basis for the remainder of the calendar year pursuant to the payment schedules outlined above.

Section 16.08 Insurance Review Committee.

- (a) Members. The County Insurance Review Committee ("Committee") shall continue to make recommendations on benefits, premiums, and other matters relating to the administration of the County Plan. Said Committee shall consist of eleven voting members, including one representative of C.C.S.E.A., one of C.C.S.S.A., one of D.S.A.C.C., two of C.S.E.A., two of the County Legislature, and four representatives designated by the County Executive. All members of said Committee shall have access to all information and data available concerning the County Plan.
- (b) Actuarial report.
- (1) Upon the request of either the County or the C.S.E.A., and no later than April 30<sup>th</sup> of each year, the Committee shall retain a recognized licensed actuary to determine the financial condition of the County Plan. The actuary shall make recommendations as to actions that should be taken to ensure the continued financial soundness of the plan.
  - (2) The C.S.E.A. representative shall fully participate in the selection of the actuary, and shall fully participate in the development of assumptions and other criteria to be used by the actuary.
  - (3) The actuary shall make recommendations to the Committee on cost containment measures that would limit or eliminate any projected cost increases in the County Plan, which may include, but not be limited to, changes in coverage, co-pays and deductibles.
  - (4) The actuary's report shall be sent to the Committee no later than July 31<sup>st</sup> of the year that it is requested.

- (5) The C.S.E.A. reserves the right to have another actuary review this data, at the C.S.E.A.'s expense.
  - (6) No later than August 31<sup>st</sup> of each year, the Committee shall provide C.S.E.A. and the County with its recommendations regarding any changes in the County Plan as estimated by the actuary.
- (c) Claim Reviews. Should an employee exhaust all appeals as described in the Plan Document, and a claim remains denied, such employee may request a review of the claim by the Committee. Before the Committee may review the claim, the employee must provide a written confidentiality waiver, subject to any applicable restrictions provided in the Health Insurance Portability and Accountability Act of 1996, or any other applicable law or regulation. Any determination made by the Committee shall not be final until reviewed by the Plan's stop-loss insurance carrier.

Section 16.09 Family Security Benefit.

- (a) Insurance Benefits Upon Death of Employee. Upon the death of an employee, whether that employee is in active service, or on a paid or unpaid leave of absence, such health insurance coverage in force at the time of the employee's death shall continue for the employee's dependents. Such dependents shall not be required to pay any premium for health insurance coverage.
- (b) When Benefit Ceases.
  - (1) Such free coverage shall cease if the deceased employee's spouse remarries, or two years from the date of the employee's death, whichever is earlier.
  - (2) If one dependent's eligibility for coverage ceases due to aging out or for other similar reasons, coverage shall terminate for the non-eligible dependent. Free coverage shall continue for any remaining eligible dependents until occurrence of one of the factors stated above.
- (c) Effect of Medicare Eligibility. If a dependent becomes eligible for Medicare Supplemental Part B coverage, such dependent must secure such coverage as primary insurance, and may continue free coverage under the County Plan to supplement the Medicare.
- (d) Extension of Benefits. When, under any circumstance, free coverage ceases, any dependent who is not eligible for insurance through his or her own employer or by other affordable means may continue County Plan coverage provided by the appropriate extension of benefits provision as detailed in the County Plan document.

Section 16.10 General Provisions.

- (a) The County will continue its educational efforts toward ensuring that employees and retirees make informed decisions in selecting health insurance coverage.
- (b) C.S.E.A. shall encourage its members to responsibly select the means in which they receive health benefits, including but not limited to actively participating in health care decisions with their primary care physicians to ensure the best medical care at the most reasonable cost, and encouraging their physicians to select generic and mail order prescriptions when feasible and practical to do so.

payroll deduction for such insurance. Such sick leave may only be credited in five-day increments.

- (2) Direct Retirement. Only those employees who retire directly from County employment shall be eligible for this benefit.
- (3) Notification. Such employees shall notify the County Insurance Office of their enrollment selection for retirement at least 30 days prior to any change in enrollment.
- (4) Opt Outs. Those County employees who opted out of the County Plan are also eligible for this benefit upon retirement.
- (5) Two Spouses Employed by County. If a husband and wife are both employed by the County, each shall be entitled to such sick day credit upon retirement.

(b) Service Credit Benefit.

- (1) Effective September 1, 2000, any employee who retires with 15 or more years of employment with the County shall be credited one month of health, vision and dental insurance for every full year of employment. Said employee shall continue to pay premiums equivalent to the active employee payroll deduction for such insurance. Said benefit shall be utilized only after all sick leave accruals are utilized as described in Section 17.05(a).
- (2) Direct Retirement. Only those employees who retire directly from County employment shall be eligible for this benefit.
- (3) Notification. Such employees shall notify the County Insurance Office of their enrollment selection for retirement at least 30 days prior to any change in his or her enrollment.
- (4) Opt Outs. Those County employees who opted out of the County Plan are also eligible for this benefit upon retirement.
- (5) Two Spouses Employed by County. If a husband and wife are both employed by the County, each shall be entitled to such retirement enhancement upon retirement.

Section 17.06 Alternate Options.

- (a) Flattening the Employee Contribution. Upon retirement, if an employee is eligible for benefits under Section 17.05, and the employee has not selected benefits under Section 17.06(b), the employee may select an extended pay out of the County's post-retirement contribution to the premiums to flatten the employee's contribution from the time of retirement to the time that the employee is eligible for Medicare. Under this scenario, a ratio of the County's contribution towards the retiree's premium will be established at the time of retirement. This ratio will be set as the number of months of credit per Section 17.05 divided by the number of months from the time of retirement until Medicare eligibility. This ratio shall remain fixed until the retiree reaches Medicare eligibility. This ratio will be multiplied by the County contributions for an active employee each calendar year to determine the County's post-retirement contribution for that year. The employee will then pay the active employee premium, plus the remainder of the County's contribution after applying the formula above.

(b) Cash Out. Upon retirement, an employee may choose to utilize the benefits as outlined in Section 17.05, the flattening option outlined in Section 17.06(a), or to permanently exit the County Plan and receive annual payments equal to their net benefits accrued under Section 17.05 until such benefits are exhausted. Such benefits shall be calculated based on premium rates at the time of retirement, and shall be paid out in annual installments based on the time period that the employee would receive Section 17.05 benefits. An employee may only receive these annual payments if the County Plan is relieved of all liability for that employee's medical, dental and vision services. Such net benefits shall be calculated as follows:

- (1) the monthly full premium rate for the employee at the time of retirement based on the selection the employee made during the prior year's selection period as described in Section 16.06 of this Article;
- (2) less the monthly active employee premium at the time of retirement;
- (3) times the number of months that the retiree is entitled to continued coverage paying the same premiums as active employees.

Section 17.07 Piggybacking Benefits. If two County employees are married, they may piggyback the benefits accrued under Section 17.05. Under this scenario, if one employee-spouse retires, and one remains an active employee, the active employee continues to pay the active employee premium, and the retired employee is covered by the active employee's enrollment. When the second employee-spouse retires, his or her Section 17.05 benefits are utilized. When those benefits are exhausted, the Section 17.05 benefits accrued by the employee-spouse that was first to retire are utilized. When such employees retire simultaneously, one spouse shall use up his or her credit to garner health insurance benefits under this provision from the date of retirement. Such benefits for the second spouse shall commence when the benefits for the first spouse are exhausted or terminated. The premium for the second spouse shall be equivalent to the active employee payroll deduction for such insurance in effect on the date of commencement of the benefit for the second spouse.

Section 17.08 County-sponsored Retirement Enhancement.

- (a) Established. A retirement enhancement to be implemented in 2001 as provided below shall be established by the County.
- (b) Declaration Period. In order to obtain the benefits of the retirement enhancement, employees must indicate their intention to retire to the Director of Human Resources during the window period from April 1, 2001 to April 30, 2001.
- (c) Retirement Deadline. In order to obtain the benefits of the retirement enhancement, employees must retire by July 15, 2001.
- (d) Years of Service. This enhancement shall be effective for those employees who retire with 15 or more years of employment with the County.
- (e) Benefit. Any employee who meets the requirements of this Section shall be credited one and one-half months of health, vision and dental insurance for every full year of employment with the County, rather than the 1 month as provided in Section 17.05(b). Said employee shall continue to pay premiums

equivalent to the payroll deduction for such insurance. Said benefit shall be utilized only after all sick leave accruals are utilized as described in Section 17.05(a) above.

- (f) Direct Retirement. Only those employees who retire directly from County employment shall be eligible for this benefit.
- (g) Notification. Such employees shall notify the County Insurance Office of their enrollment selection for retirement at least 30 days prior to any change in his or her enrollment.
- (h) Two Spouses Employed by County. If a husband and wife are both employed by the County, each shall be entitled to such retirement enhancement upon retirement, subject to Section 17.07.

Section 17.09 Premium Without Other Benefits. Upon retirement, an employee covered under this Agreement shall pay the full premium equal to the amount paid as an active employee plus the County's contribution for an active employee. If Section 17.05 benefits are available, the employee shall pay such full premium once those benefits are exhausted.

## **ARTICLE 18 SPECIAL PROVISIONS FOR COUNTY HOME**

Section 18.01 Application. These special provisions will apply only to the Nursing Division of the County Home. Titles included are: Assistant Director of Nursing Services, Registered Professional Nurse, Licensed Practical Nurse, Certified Nurses Aide, Registered Nurse Supervisor I, Registered Nurse Supervisor II, Registered Nurse Supervisor III, Registered Professional Nurse II, Graduate Practical Nurse, and Licensed Practical Nurse II.

Section 18.02 Personal Leave. Due to the need to provide appropriate levels of coverage for patient care, employees requesting personal time must request said time twenty four (24) hours in advance of use whenever possible. This does not preclude the use of personal time under shorter notice in emergency situations.

Section 18.03 Vacation Requests. Employees requesting vacation time of five or more consecutive days in June, July, August or September must request time no later than May 1 of each year, or requests for vacation time off during that period will be granted only if workload and staffing permit. Seniority will be used to resolve any conflict over times requested. The Administrator will notify employees of the status of their vacation request within 10 working days after May 1, in writing. Failure to notify the employee pursuant to this section shall have the effect of granting the time requested.

Section 18.04 Uniform Allowance.

- (a) For the year 2001, a \$200.00 annual uniform allowance will be provided to all County Home employees covered by this Article.
- (b) For the year 2002, a \$225.00 annual uniform allowance will be provided to all County Home employees covered by this Article.
- (c) For the year 2003, a \$250.00 annual uniform allowance will be provided to all County Home employees covered by this Article.

Section 18.05 Dress Code.

- (a) It is agreed that all employees in the Nursing Division are now wearing, and will continue to wear uniforms pursuant to the Guidelines for Preferred Employee Attire.
- (b) It is agreed that the parties will negotiate a dress code which shall:
  - (1) Define the uniform requirements and standards for the Nursing Division;
  - (2) Define the uniform requirements and standards for any other classes of employees.

Section 18.06 Payment of Uniform Allowance. The uniform allowance will be paid twice a year, in January and July, prorated based upon total number of hours worked during the preceding six months. The number of hours worked during that period will be divided by the number of hours for a full time work week standard of either 40 or 37 ½ hours depending upon designated scheduled hours for each eligible employee, and the resulting percentage will be applied to the maximum semi-annual allowance of \$100.00 in 2001, \$112.50 in 2002, and \$125.00 in 2003. In the event the semi-annual allowance due is less than \$10.00, that amount will be rolled over until the next semi-annual payment is due and added to the amount due the employee, and paid at that time or at the time of separation from County service.

Section 18.07 Non-Nursing Division Staff. Upon adoption of the dress code as noted in 18.05(b) above, other classes of employees who may be required to wear uniforms shall be entitled to the uniform allowance as provided for Nursing Division Staff above.

**ARTICLE 19. GENERAL PROVISIONS**

Section 19.01 New Employees.

- (a) The county shall provide each new employee on the first day of employment an orientation of county policies and benefits which shall be on county time and county expense.
- (b) C.S.E.A. shall be advised of the acquisition of a new employee within ten (10) working days following the hiring of such employee so that a representative of C.S.E.A. can make a membership presentation and distribute membership cards and other recruitment material.

Section 19.02 County to Furnish Copies. The county shall have a copy of this agreement furnished to each employee within one hundred twenty (120) days of ratification by all parties.

Section 19.03 Mandated Physicals. The county will pay each employee for mandated physicals and x-rays when such physicals and/or x-rays are not performed during the employee's regular work week, except such pay shall be limited to two hours of straight time for each occasion. The County will pay the cost of the physical examination, however, if the employee chooses to use a physician other than the one designated by the County, reimbursement will be limited to the amount paid by the County to its designated physician. When such physical is mandated, the employee shall sign all necessary medical releases so that the employer is able to receive the results of such

physical. Such medical release shall indicate that the employer is to receive only such information relating to the employee's ability to perform his or her job.

Section 19.04 Safety - Division of Environment. Division of Environment employees handling permitted industrial wastes shall be provided with adequate safety clothing and equipment and an annual physical examination by a doctor selected by the County.

Section 19.05 Fire Drills. Annual fire drills shall be conducted in all County buildings.

Section 19.06 Policy and Benefit Meetings. A representative from the Department of Human Resources and the C.S.E.A. shall annually be available at three convenient locations to answer employee's questions relating to policies and benefits.

Section 19.07 Working Out of Title. The County shall comply with Civil Service requirements regarding work performed within the employee's title and job description, including providing management with some flexibility for emergency situations.

Section 19.08 Payroll Deductions. The County shall administer and allow payroll deductions pursuant to State and Federal laws for college savings plans, deferred compensation and flexible benefit plans.

## **ARTICLE 20. GRIEVANCE PROCEDURE**

Section 20.01 Grievance Defined. A grievance is a complaint of one or a group of employees involving the interpretation, application, or enforcement of the expressed terms of the agreement, existing laws, rules, procedures, regulations, administrative orders, or work rules of the county; except such terms shall not include any matter which is otherwise reviewable pursuant to law or any rules or regulations having the force and effect of law.

Section 20.02 STEP 1. An aggrieved employee shall have the right to present to his or her immediate superior or supervisor orally within five (5) working days of the alleged occurrence any grievance that falls within the scope of the definition set forth above. A grievance not presented within five (5) working days of the alleged occurrence will be determined to have been waived. An aggrieved employee may be accompanied and represented at all times by one person of his or her choice.

Section 20.03 STEP 2. If the grievance is not satisfactorily resolved in Step 1, the aggrieved employee may submit a written explanation on a Grievance Form of the grievance to the appointing authority within twenty (20) working days of the alleged occurrence of the grievance. The written explanation of the grievance shall set forth a statement of acts and a description of the action that the grievant claims to be improper in accordance with the information sought in the grievance form. If the appointing authority is unable to respond to the grievance because of the grievant's failure to complete the grievance form, he or she shall return the grievance form with a written request for information which is necessary for the appointing authority to properly review the grievance. A copy of the request shall concurrently be sent to the C.S.E.A. Unit #6300 President. The grievant shall be given five (5) working days from the

receipt of the request for clarification to provide the additional information requested. Failure of the grievant to respond to the request for clarification shall not relieve the responsibility of the appointing authority to complete its obligation under this Step 2, nor shall it prevent the grievant from proceeding through the remaining stages of the grievance procedure.

Within ten (10) working days following the receipt of the written explanation of the grievance, the appointing authority will reply in writing on the Grievance Form. If the appointing authority is unable to render a decision within the ten (10) day period, he shall indicate in writing his reasons for delay and date of expected completion. In no case shall a delay exceed fifteen (15) days. If the matter is satisfactorily resolved, the aggrieved employee and the appointing authority shall each sign the Grievance Form showing that the matter has been satisfactorily resolved.

Section 20.04 STEP 3. If the grievance is not satisfactorily resolved in Step 2, the aggrieved employee may sign the Grievance Form indicating his or her desire to proceed to Step 3. The Grievance Form shall be filed with the Director of Human Resources within not more than five (5) working days after receiving the written reply in Step 2 of this Article. The Director of Human Resources, within ten (10) working days after the filing of the aforesaid grievance statement, shall hold a hearing on the matter at which time the appointing authority or his designee and the aggrieved employee and/or his representative, if any, shall both appear and present written and/or oral arguments. The Director of Human Resources shall, within ten (10) working days after the hearing, send a report which shall show his findings and recommendations to the County Executive. Within ten (10) working days after receipt of this report the County Executive shall make his determination and send a copy to the Director of Human Resources, the aggrieved employee, the unit president and the Labor Relations Specialist.

Section 20.05 STEP 4. If the grievance is not deemed satisfactorily resolved in step 3, the C.S.E.A. may within twenty (20) working days after receipt of the County Executive's determination notify the Director of Human Resources in writing that they intend to submit the matter to binding arbitration. Not later than twenty (20) working days following the date of the notification to the Director of Human Resources as provided herein of its intent to file for arbitration, the C.S.E.A. shall file a demand for arbitration with the American Arbitration Association. The rules of the American Arbitration Association shall prevail in selecting an arbitrator. However, the parties must have exhausted three separate lists of twelve names of potential arbitrators before the American Arbitration Association may designate an arbitrator pursuant to its rules. The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to add to, subtract from, change, delete, or modify any term of the agreement. The cost of said arbitration shall be borne equally by the employer and the C.S.E.A., not to include the salaries of the county or C.S.E.A. officials or representatives or other professional representation.

Section 20.06 Time Limitations. Except as otherwise herein stated, if any grievance is not answered according to the set time limits, by either party, the grievance is forfeited to the other party. Any time limits may be extended by mutual agreement.

## ARTICLE 21. DISCIPLINARY PROCEDURE

### Section 21.01 Applicability.

- (a) The County and C.S.E.A. have agreed that the following disciplinary procedure shall apply to all county employees under the conditions outlined below.
- (b) Permanent Regular Employees. This procedure shall apply to any permanent regular employee who:
  - (1) Has successfully completed the probationary period, and who
  - (2) Works 50% or more of the normal work hours per week for the department, and who
  - (3) Is covered by the bargaining unit.
- (c) Provisional, part-time, seasonal, temporary and substitute employees. Employees who are provisional, part-time (less than 50%), seasonal, temporary for less than one year, or a substitute are not covered by this procedure unless written charges are presented to the employee by the department head. Although employees in this category are not mandatorily covered, department heads are encouraged to use this procedure. Exclusion from coverage under this procedure in no way negates the employee's existing rights to protection under the contract.

### Section 21.02 Definitions. For purposes of this Article, the following definitions shall apply.

- (a) "Department Head" shall mean the head of any County department, office or agency, or his or her designee;
- (b) "Director" shall mean the Director of Human Resources or his or her designee;
- (c) "Discipline" shall mean a penalty for acts of misconduct or incompetence by an employee, with such penalty consisting of the imposition of a letter of reprimand with a life of more than six (6) months, suspension without pay, a fine not to exceed \$100, demotion or dismissal from service;
- (d) "Notice of Discipline" shall mean a written notice of proposed discipline made in writing and served on the employee personally or by registered or certified mail, return receipt requested. Such notice shall set out the allegations of incompetence or misconduct for which discipline is proposed, and the proposed form of discipline.
- (e) "Statement of Employee Rights" shall be a statement which accompanies every Notice of Discipline, a copy of which follows this Article, which states that:
  - (1) the employee has a right to object by filing a grievance within five (5) working days of receipt of the notice of discipline;
  - (2) the grievance procedure provides for a hearing by an independent arbitrator as its final step;
  - (3) the employee is entitled to representation by C.S.E.A. or an attorney at his or her own expense at every step of the proceeding.

### Section 21.03 Employee Rights.

- (a) An employee shall be entitled to representation by C.S.E.A. or an attorney at his or her own expense at each step of the disciplinary procedure, including informal settlement of a proposed discipline.

- (b) No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) work days prior to the date of arbitration. The cost of the transcript will be borne equally by the County and C.S.E.A. or the employee.
- (c) In all disciplinary proceedings the employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the employer.
- (d) An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his or her rights under this procedure.
- (e) Employees covered under Sections 75 and 76 of the Civil Service Law shall have a one time, irreversible option of choosing this procedure or choosing Sections 75 and 76. This option may be exercised with each occurrence of disciplinary action.
- (f) When discipline is proposed for an employee who is eligible for Section 75 and 76, the Department Head shall advise the employee that discipline is contemplated and allow the employee to choose the forum. Prior to the choice, the Statement of Employee Rights which follows this Article shall be given to the employee.

**Section 21.04 When Discipline Can Be Proposed.**

- (a) **Limitations.** An employee shall not be disciplined for work-related acts or omissions which occurred more than eighteen (18) months prior to the Notice of Discipline unless the act or omission would constitute a criminal offense.
- (b) **Reasons for Discipline.** Discipline shall be imposed only for incompetence or misconduct. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a description of the acts or omissions alleged to be evidence of misconduct or incompetence including reference to dates, times and places.

**Section 21.05 Procedure.**

- (a) **Informal Settlement.** The Department Head and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend good faith effort to settle the matter at the earliest possible time. Department heads are encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the department head may offer a proposed disciplinary penalty. The employee must be advised before meeting that he or she is entitled to representation by union or attorney during the initial discussion.
- (b) **Notice of Discipline Presented.** If a mutually agreeable settlement is not reached at this informal meeting the department head will, within two (2) working days, prepare a Notice of Discipline and present it to the employee. Included with the Notice of Discipline shall be the Statement of Employee Rights. The Notice of Discipline shall contain a statement where the employee, by signature, can indicate that he or she has personally received the Notice. If the employee

refuses to sign indicating receipt, such Notice shall also be served on the President of C.S.E.A. or his or her designee, who shall sign indicating receipt in the employee's stead.

- (c) Settlement. A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have C.S.E.A. or an attorney as representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The C.S.E.A. President shall be notified of all settlements.
- (d) Employee's Options. Upon receipt of the Notice of Discipline and Statement of Employee Rights, the employee may choose one of the following:
  - (1) to accept the proposed discipline;
  - (2) to negotiate a settlement on the matter;
  - (3) to present a grievance to the Director within five (5) working days from receipt of the Notice of Discipline; or
  - (4) to resign. Any such resignation will be processed in accordance with Civil Service Law and Rules and the employee's services shall be terminated. Unless the incident involves a criminal offense, or threat of injury to another employee, disciplinary action shall cease upon the resignation of the employee, and the record shall be expunged of reference to the proposed discipline.
- (e) Internal Hearing. The Director will hold a hearing within ten (10) working days of the receipt of the grievance and will issue a written decision within two (2) working days after the hearing, unless a settlement is reached prior to the hearing or prior to the issuance of a written decision.
- (f) Demand for Arbitration. The grievant may appeal the decision of the Director by submitting a demand for arbitration within twenty (20) working days of receipt of the decision. Costs of the arbitration shall be borne equally by both parties.
- (g) Arbitrator's Decision. The arbitrator's decision with respect to guilt or innocence and penalty shall be final and binding on the parties and he or she may approve, disapprove or take any other action warranted under the circumstances including, but not limited to, ordering reinstatement and back pay for all or part of any period of suspension. The arbitrator may consider the employee's past record in determining the penalty, if any, to be imposed. However, the arbitrator shall not be allowed to increase the penalty sought by the employer in the Notice of Discipline. A settlement may be reached at any time prior to the arbitrator's issuance of a decision on the matter.
- (h) Implementing Discipline. Discipline shall not be implemented until either:
  - (1) The matter is settled, or
  - (2) The employee fails to file a grievance within the time frame provided by this agreement, or
  - (3) The penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.
- (i) This procedure shall not affect the county's right to return provisional, temporary, probationary or seasonal employees to their permanent positions, nor shall it infringe upon the county's right to terminate a provisional or probationary employee who has no previous permanent status.

Section 21.06 Alternate Procedures with Immediate Suspension.

- (a) An employee may be suspended without pay at any time during the process if the Department Head determines there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property, or would severely interfere with operations. Suspension without pay shall not exceed 30 days except in the event that the alleged act(s) of misconduct constitute a criminal offense.
- (b) A suspended employee may proceed directly to arbitration by filing a demand for arbitration within ten (10) working days following service of Notice of Discipline.
- (c) A Notice of Discipline must be served on the employee within seventy two (72) hours following suspension. Suspension may be reviewed by the arbitrator to determine whether the appointing authority had probable cause.

Section 21.07 Arbitrator Selection Procedure. The County of Chautauqua and C.S.E.A. Local 807, Unit #6300, agree to the following procedures in the selection of a panel of arbitrators pursuant to the negotiated disciplinary procedure.

- (a) A list of ten (10) arbitrators will be requested from the American Arbitration Association by the Director of Human Resources. It will be requested that the arbitrators referred be available to hold hearings within ten (10) days of official notice, and that, if possible, they be residents of Chautauqua, Cattaraugus or Erie Counties.
- (b) Upon receipt of the list of arbitrators, each party will rank the arbitrators from 1 to 10, with 1 being the most favored, 10 the least. Ranking will be prepared within 30 days of receipt of the list.
- (c) Ranking will be combined by representatives of both parties, and the five arbitrators with the lowest totals will be selected for the panel. In the event that tied scores might yield more than five arbitrators, the tied individuals will be ranked again, and final selection made from the re-rankings.
- (d) The rotating order of the panel will be determined by lot.
- (e) Upon receipt of a request for arbitration of a disciplinary action, the Director will notify the arbitrator next in line.
- (f) If an arbitrator resigns from the panel, a new list of five names will be requested from the American Arbitration Association, and a replacement selected in the manner described above.
- (g) Each year, on or about the date of ratification of the negotiated disciplinary procedure, either party may request a meeting to discuss the removal of any arbitrator. An arbitrator may be eliminated only upon mutual agreement of the parties during the year. However, either party may strike an arbitrator from the list at an annual re-opener meeting as described above.

## EMPLOYEE RIGHTS FORM

Page 1

You have been served with a notice of proposed discipline. You are entitled to a fair hearing prior to implementation of any proposed discipline.

An employee who is covered by Section 75, 76 and 77 of the New York State Civil Service Law is an employee who is:

- permanently appointed to a competitive class position; or
- an honorably discharged or war veteran or exempt volunteer fire fighter holding a permanent appointment to a position in the non-competitive, labor or exempt class (except for private secretaries, cashiers or deputies to any official department); or
- has five (5) years of service as a permanent non-competitive class employee.

An employee who meets one of the above criteria shall be eligible to choose one of the disciplinary procedures outlined below:

### Section 75/76 of the Civil Service Law

- no discipline until after hearing;
- may be suspended, up to 30 days;
- written charges;
- may respond in writing in eight (8) days;
- hearing (unless waived in writing);
- decision by department head;
- appeal to Director of Human Resources OR the courts (Article 78).

### Contractual Disciplinary Procedure

- no discipline until settled or employee fails to appeal to the next level;
- may be suspended, up to 30 days;
- written charges;
- early settlement encouraged;
- hearing by Director of Human Resources;
- appeal to binding arbitration. (if suspended, may go directly to arbitration)

This decision is a one-time, irreversible option, which may be exercised with each disciplinary incident.

All other employees shall be allowed disciplinary due process under the contractual disciplinary procedures as set forth herein when such employee meets the requirements of Section 21.01.

## EMPLOYEE RIGHTS FORM

Page 2

Under the C.S.E.A. contract you have rights as listed below.

PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your C.S.E.A. representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form in the space provided on Page 3 of this form to note your agreement, and return it to your Department Head.

If you disagree with the discipline, you should state your reasons in writing in the space provided on page 3 of this form and return to your Department Head within 5 working days of receipt of the notice of discipline.

### RIGHTS

1. You are entitled to representation by C.S.E.A., or you may hire an attorney at your own expense, to represent you at each step of this procedure.
2. You have the right to object to proposed discipline by filing this disciplinary grievance within five (5) working days of receipt of the proposed discipline.
3. If you file your objections, the Director of Human Resources will schedule a formal hearing within ten (10) working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Director of Human Resources will report his or her decision within two (2) working days following the close of the hearing.
5. You will have ten (10) working days after receipt of the Director's decision in which to file an appeal to binding arbitration.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least five (5) working days prior to the date of the arbitration. Cost of the record or transcript shall be shared equally between the County and C.S.E.A. or the employee.
7. The cost of arbitration will be shared equally by the two parties.

**EMPLOYEE RIGHTS FORM**

Page 3

\_\_\_\_\_ I AGREE with and accept the proposed discipline and waive any other rights and remedies to which I may be entitled.

\_\_\_\_\_ I DISAGREE with the proposed discipline for the following reasons:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If more space is needed, attach extra sheets of paper)

Therefore I elect:

\_\_\_\_\_ the Contractual Disciplinary Procedure (Article 21),  
\_\_\_\_\_ Section 75 of the New York State Civil Service Law.

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Employer Signature Date

cc: Department Head  
Department of Human Resources  
C.S.E.A. President, Unit #6300

**EMPLOYEE RIGHTS FORM**

Page 4

To the Employee and Department Head:

Please complete this form showing the disposition of the proposed discipline and send it to the Director of Human Resources following your informal meeting. One copy should be retained by the Department Head and one by the Employee and his or her representative, if any.

\*\*\*\*\*

**DISCIPLINARY MATTER SETTLED:**

Discipline to be imposed: \_\_\_\_\_

Effective (Date): \_\_\_\_\_

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Department Head Signature Date

\*\*\*\*\*

**DISCIPLINARY MATTER NOT SETTLED:**

I hereby request a formal hearing before the Director of Human Resources.

\_\_\_\_\_  
Employee Signature Date

\*\*\*\*\*

**DEPARTMENT OF HUMAN RESOURCES USE ONLY**

Received: \_\_\_\_\_

Hearing Scheduled: \_\_\_\_\_

Officer (Director of Human Resources or Designee): \_\_\_\_\_

cc: C.S.E.A. President, Unit #6300

**ARTICLE 22. SAVINGS CLAUSE**

Section 22.01 If any provision of the agreement is in conflict with a Federal or State Law or is declared inoperative by a court of competent jurisdiction, then, the remaining provisions of this agreement shall remain in full force. It is further agreed to meet within 90 days to renegotiate said negated clause.

**ARTICLE 23. LEGISLATIVE ACTION**

Section 23.01 It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE 24. DURATION**

Section 24.01 This agreement shall become effective January 1, 2001 and shall expire December 31, 2003. The provisions of this agreement shall remain in effect until the parties reach a subsequent agreement. Items contained in this agreement which constitute a change from the previous agreement shall become effective upon the date of ratification unless otherwise stated.

For Chautauqua County

For the C.S.E.A.

Mark W. Horn 3/27/01  
County Executive Date

James R. Smith 3/26/01  
President Unit #6300 Date

Janet Popjian 27 March 2001  
Director of Human Resources Date

Ronald L. Maggio 3-22-01  
Labor Relations Specialist Date

All C.S.E.A. Committee Members:

Rosalind Conth 3-22-01  
Date

Anthony J. White 3-26-01  
Date

Denise M. Haskin 3-26-01  
Date

Dell A. J... 3-26-01  
Date

John S. Montgomery 3-26-01  
Date

James T. Ewen 3-26-01  
Date

## 2001 CSEA SALARY SCHEDULE

3.5% increase over 2000 salary schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	8.37	8.87	9.37	9.77	10.05	10.38	10.70	10.97
2	8.57	9.07	9.57	10.05	10.38	10.70	10.97	11.39
3	8.95	9.45	9.95	10.38	10.70	10.97	11.39	11.77
4	9.19	9.69	10.19	10.70	10.97	11.39	11.77	12.08
5	9.48	9.98	10.48	10.97	11.39	11.77	12.08	12.54
6	9.87	10.37	10.87	11.39	11.77	12.08	12.54	12.98
7	10.19	10.69	11.19	11.77	12.08	12.54	12.98	13.36
8	10.56	11.06	11.56	12.08	12.54	12.98	13.36	13.88
9	11.00	11.50	12.00	12.54	12.98	13.36	13.88	14.33
10	11.36	11.86	12.36	12.98	13.36	13.88	14.33	14.84
11	11.77	12.27	12.77	13.36	13.88	14.33	14.84	15.41
12	12.25	12.75	13.25	13.88	14.33	14.84	15.41	15.96
13	12.64	13.14	13.64	14.33	14.84	15.41	15.96	16.55
14	13.15	13.65	14.15	14.84	15.41	15.96	16.55	17.20
15	13.75	14.25	14.75	15.41	15.96	16.55	17.20	17.88
16	14.20	14.70	15.20	15.96	16.55	17.20	17.88	18.54
17	14.80	15.30	15.80	16.55	17.20	17.88	18.54	19.27
18	15.37	15.87	16.37	17.20	17.88	18.54	19.27	20.03
19	16.04	16.54	17.04	17.88	18.54	19.27	20.03	20.84
20	16.66	17.16	17.66	18.54	19.27	20.03	20.84	21.66
21	17.38	17.88	18.38	19.27	20.03	20.84	21.66	22.56
22	18.12	18.62	19.12	20.03	20.84	21.66	22.56	23.52
23	18.83	19.33	19.83	20.84	21.66	22.56	23.52	24.49
24	19.61	20.11	20.61	21.66	22.56	23.52	24.49	25.48
25	20.46	20.96	21.46	22.56	23.52	24.49	25.48	26.56
26	21.40	21.90	22.40	23.52	24.49	25.48	26.56	27.69
27	22.33	22.83	23.33	24.49	25.48	26.56	27.69	28.79
28	23.28	23.78	24.28	25.48	26.56	27.69	28.79	30.12
29	24.30	24.80	25.30	26.56	27.69	28.79	30.12	31.42
30	25.31	25.81	26.31	27.69	28.79	30.12	31.42	32.76
31	26.44	26.94	27.44	28.79	30.12	31.42	32.76	34.24
32	27.63	28.13	28.63	30.12	31.42	32.76	34.24	35.69
33	28.88	29.38	29.88	31.42	32.76	34.24	35.69	37.33
34	30.17	30.67	31.17	32.76	34.24	35.69	37.33	39.00
35	31.59	32.09	32.59	34.24	35.69	37.33	39.00	40.76
36	32.96	33.46	33.96	35.69	37.33	39.00	40.76	42.56
37	34.47	34.97	35.47	37.33	39.00	40.76	42.56	44.43
38	36.09	36.59	37.09	39.00	40.76	42.56	44.43	46.46
39	37.76	38.26	38.76	40.76	42.56	44.43	46.46	48.66
40	39.52	40.02	40.52	42.56	44.43	46.46	48.66	51.48
41	41.26	41.76	42.26	44.43	46.46	48.66	51.48	53.22
42	43.20	43.70	44.20	46.46	48.66	51.48	53.22	55.63
43	45.29	45.79	46.29	48.66	51.48	53.22	55.63	58.21
44	47.36	47.86	48.36	51.48	53.22	55.63	58.21	60.89
45	49.61	50.11	50.61	53.22	55.63	58.21	60.89	63.77

## 2002 CSEA SALARY SCHEDULE

4% increase over 2001 salary schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	8.74	9.24	9.74	10.16	10.45	10.80	11.13	11.41
2	8.95	9.45	9.95	10.45	10.80	11.13	11.41	11.85
3	9.35	9.85	10.35	10.80	11.13	11.41	11.85	12.24
4	9.60	10.10	10.60	11.13	11.41	11.85	12.24	12.56
5	9.90	10.40	10.90	11.41	11.85	12.24	12.56	13.04
6	10.30	10.80	11.30	11.85	12.24	12.56	13.04	13.50
7	10.64	11.14	11.64	12.24	12.56	13.04	13.50	13.89
8	11.02	11.52	12.02	12.56	13.04	13.50	13.89	14.44
9	11.48	11.98	12.48	13.04	13.50	13.89	14.44	14.90
10	11.85	12.35	12.85	13.50	13.89	14.44	14.90	15.43
11	12.28	12.78	13.28	13.89	14.44	14.90	15.43	16.03
12	12.78	13.28	13.78	14.44	14.90	15.43	16.03	16.60
13	13.19	13.69	14.19	14.90	15.43	16.03	16.60	17.21
14	13.72	14.22	14.72	15.43	16.03	16.60	17.21	17.89
15	14.34	14.84	15.34	16.03	16.60	17.21	17.89	18.60
16	14.81	15.31	15.81	16.60	17.21	17.89	18.60	19.28
17	15.43	15.93	16.43	17.21	17.89	18.60	19.28	20.04
18	16.02	16.52	17.02	17.89	18.60	19.28	20.04	20.83
19	16.72	17.22	17.72	18.60	19.28	20.04	20.83	21.67
20	17.37	17.87	18.37	19.28	20.04	20.83	21.67	22.53
21	18.12	18.62	19.12	20.04	20.83	21.67	22.53	23.46
22	18.88	19.38	19.88	20.83	21.67	22.53	23.46	24.46
23	19.62	20.12	20.62	21.67	22.53	23.46	24.46	25.47
24	20.43	20.93	21.43	22.53	23.46	24.46	25.47	26.50
25	21.32	21.82	22.32	23.46	24.46	25.47	26.50	27.62
26	22.30	22.80	23.30	24.46	25.47	26.50	27.62	28.80
27	23.26	23.76	24.26	25.47	26.50	27.62	28.80	29.94
28	24.25	24.75	25.25	26.50	27.62	28.80	29.94	31.32
29	25.31	25.81	26.31	27.62	28.80	29.94	31.32	32.68
30	26.36	26.86	27.36	28.80	29.94	31.32	32.68	34.07
31	27.54	28.04	28.54	29.94	31.32	32.68	34.07	35.61
32	28.78	29.28	29.78	31.32	32.68	34.07	35.61	37.12
33	30.08	30.58	31.08	32.68	34.07	35.61	37.12	38.82
34	31.42	31.92	32.42	34.07	35.61	37.12	38.82	40.56
35	32.89	33.39	33.89	35.61	37.12	38.82	40.56	42.39
36	34.32	34.82	35.32	37.12	38.82	40.56	42.39	44.26
37	35.89	36.39	36.89	38.82	40.56	42.39	44.26	46.21
38	37.57	38.07	38.57	40.56	42.39	44.26	46.21	48.32
39	39.31	39.81	40.31	42.39	44.26	46.21	48.32	50.61
40	41.14	41.64	42.14	44.26	46.21	48.32	50.61	53.54
41	42.95	43.45	43.95	46.21	48.32	50.61	53.54	55.35
42	44.97	45.47	45.97	48.32	50.61	53.54	55.35	57.86
43	47.14	47.64	48.14	50.61	53.54	55.35	57.86	60.54
44	49.29	49.79	50.29	53.54	55.35	57.86	60.54	63.33
45	51.63	52.13	52.63	55.35	57.86	60.54	63.33	66.32

## 2003 CSEA SALARY SCHEDULE

4% increase over 2002 salary schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	9.13	9.63	10.13	10.57	10.87	11.23	11.58	11.87
2	9.35	9.85	10.35	10.87	11.23	11.58	11.87	12.32
3	9.76	10.26	10.76	11.23	11.58	11.87	12.32	12.73
4	10.02	10.52	11.02	11.58	11.87	12.32	12.73	13.06
5	10.34	10.84	11.34	11.87	12.32	12.73	13.06	13.56
6	10.75	11.25	11.75	12.32	12.73	13.06	13.56	14.04
7	11.11	11.61	12.11	12.73	13.06	13.56	14.04	14.45
8	11.50	12.00	12.50	13.06	13.56	14.04	14.45	15.02
9	11.98	12.48	12.98	13.56	14.04	14.45	15.02	15.50
10	12.36	12.86	13.36	14.04	14.45	15.02	15.50	16.05
11	12.81	13.31	13.81	14.45	15.02	15.50	16.05	16.67
12	13.33	13.83	14.33	15.02	15.50	16.05	16.67	17.26
13	13.76	14.26	14.76	15.50	16.05	16.67	17.26	17.90
14	14.31	14.81	15.31	16.05	16.67	17.26	17.90	18.61
15	14.95	15.45	15.95	16.67	17.26	17.90	18.61	19.34
16	15.44	15.94	16.44	17.26	17.90	18.61	19.34	20.05
17	16.09	16.59	17.09	17.90	18.61	19.34	20.05	20.84
18	16.70	17.20	17.70	18.61	19.34	20.05	20.84	21.66
19	17.43	17.93	18.43	19.34	20.05	20.84	21.66	22.54
20	18.10	18.60	19.10	20.05	20.84	21.66	22.54	23.43
21	18.88	19.38	19.88	20.84	21.66	22.54	23.43	24.40
22	19.68	20.18	20.68	21.66	22.54	23.43	24.40	25.44
23	20.44	20.94	21.44	22.54	23.43	24.40	25.44	26.49
24	21.29	21.79	22.29	23.43	24.40	25.44	26.49	27.56
25	22.21	22.71	23.21	24.40	25.44	26.49	27.56	28.72
26	23.23	23.73	24.23	25.44	26.49	27.56	28.72	29.95
27	24.23	24.73	25.23	26.49	27.56	28.72	29.95	31.14
28	25.26	25.76	26.26	27.56	28.72	29.95	31.14	32.57
29	26.36	26.86	27.36	28.72	29.95	31.14	32.57	33.99
30	27.45	27.95	28.45	29.95	31.14	32.57	33.99	35.43
31	28.68	29.18	29.68	31.14	32.57	33.99	35.43	37.03
32	29.97	30.47	30.97	32.57	33.99	35.43	37.03	38.60
33	31.32	31.82	32.32	33.99	35.43	37.03	38.60	40.37
34	32.72	33.22	33.72	35.43	37.03	38.60	40.37	42.18
35	34.25	34.75	35.25	37.03	38.60	40.37	42.18	44.09
36	35.73	36.23	36.73	38.60	40.37	42.18	44.09	46.03
37	37.37	37.87	38.37	40.37	42.18	44.09	46.03	48.06
38	39.11	39.61	40.11	42.18	44.09	46.03	48.06	50.25
39	40.92	41.42	41.92	44.09	46.03	48.06	50.25	52.63
40	42.83	43.33	43.83	46.03	48.06	50.25	52.63	55.68
41	44.71	45.21	45.71	48.06	50.25	52.63	55.68	57.56
42	46.81	47.31	47.81	50.25	52.63	55.68	57.56	60.17
43	49.07	49.57	50.07	52.63	55.68	57.56	60.17	62.96
44	51.30	51.80	52.30	55.68	57.56	60.17	62.96	65.86
45	53.74	54.24	54.74	57.56	60.17	62.96	65.86	68.97

**2001 CSEA Salary Schedule for South and Center Chautauqua Lake Sewer District Employees  
Assigned to Pager Duty**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
4	9.59	10.09	10.59	11.10	11.36	11.78	12.16	12.47
5	9.88	10.38	10.88	11.36	11.78	12.16	12.47	12.94
6	10.26	10.76	11.26	11.78	12.16	12.47	12.94	13.37
7	10.58	11.08	11.58	12.16	12.47	12.94	13.37	13.76
8	10.95	11.45	11.95	12.47	12.94	13.37	13.76	14.27
9	11.39	11.89	12.39	12.94	13.37	13.76	14.27	14.73
10	11.75	12.25	12.75	13.37	13.76	14.27	14.73	15.24
11	12.17	12.67	13.17	13.76	14.27	14.73	15.24	15.80
12	12.64	13.14	13.64	14.27	14.73	15.24	15.80	16.35
13	13.03	13.53	14.03	14.73	15.24	15.80	16.35	16.94

**2002 CSEA Salary Schedule for South and Center Chautauqua Lake Sewer District Employees  
Assigned to Pager Duty**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
4	10.01	10.51	11.01	11.54	11.81	12.25	12.65	12.97
5	10.32	10.82	11.32	11.81	12.25	12.65	12.97	13.46
6	10.71	11.21	11.71	12.25	12.65	12.97	13.46	13.90
7	11.04	11.54	12.04	12.65	12.97	13.46	13.90	14.31
8	11.43	11.93	12.43	12.97	13.46	13.90	14.31	14.84
9	11.89	12.39	12.89	13.46	13.90	14.31	14.84	15.32
10	12.26	12.76	13.26	13.90	14.31	14.84	15.32	15.85
11	12.70	13.20	13.70	14.31	14.84	15.32	15.85	16.43
12	13.19	13.69	14.19	14.84	15.32	15.85	16.43	17.00
13	13.59	14.09	14.59	15.32	15.85	16.43	17.00	17.62

**2003 CSEA Salary Schedule for South and Center Chautauqua Lake Sewer District Employees  
Assigned to Pager Duty**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
4	10.45	10.95	11.45	12.00	12.28	12.74	13.16	13.49
5	10.77	11.27	11.77	12.28	12.74	13.16	13.49	14.00
6	11.18	11.68	12.18	12.74	13.16	13.49	14.00	14.46
7	11.52	12.02	12.52	13.16	13.49	14.00	14.46	14.88
8	11.93	12.43	12.93	13.49	14.00	14.46	14.88	15.43
9	12.41	12.91	13.41	14.00	14.46	14.88	15.43	15.93
10	12.79	13.29	13.79	14.46	14.88	15.43	15.93	16.48
11	13.25	13.75	14.25	14.88	15.43	15.93	16.48	17.09
12	13.76	14.26	14.76	15.43	15.93	16.48	17.09	17.68
13	14.17	14.67	15.17	15.93	16.48	17.09	17.68	18.32

**HEALTH INSURANCE PREMIUMS**

<b><u>COVERAGE</u></b>	<b><u>2001</u></b>	<b><u>2002</u></b>	<b><u>2003</u></b>
<b><u>Single Coverage</u></b>			
Employer Monthly Contribution	\$185.14	\$207.87	\$233.37
Employee 2-week Contribution	11.63	12.79	14.07
<b><u>2 Person Coverage</u></b>			
Employer Monthly Contribution	\$370.86	\$416.35	\$467.41
Employee 2-week Contribution	23.00	25.30	27.83
<b><u>3 or more Person Coverage</u></b>			
Employer Monthly Contribution	\$696.21	\$781.16	\$876.46
Employee 2-week Contribution	32.66	35.93	39.52