Title: Cattaraugus, County of and Cattaraugus County Employees Unit, CSEA, Local 1000 AFSCME, AFL-CIO, Local 805 (2008) (MOA)

Employer Name: Cattaraugus, County of

Union: Cattaraugus County Employees Unit, CSEA, AFSCME, AFL-CIO

Local: Local 805, 1000

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Agreement

between

The County of Cattaraugus

and

Civil Service Employees Association, Inc.
Local 1000, AFSCME, AFL-CIO

Cattaraugus County Employee Unit
CSEA Local 805

01/01/2008 - 12/31/2012
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE NUMBER</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Preamble</td>
<td>1</td>
</tr>
<tr>
<td>2 Recognition</td>
<td>1</td>
</tr>
<tr>
<td>3 Deductions</td>
<td>1</td>
</tr>
<tr>
<td>4 Management Rights</td>
<td>2</td>
</tr>
<tr>
<td>5 Union Rights</td>
<td>2</td>
</tr>
<tr>
<td>6 Use of Bulletin Boards &amp; Employer Facilities</td>
<td>3</td>
</tr>
<tr>
<td>6.1a Bulletin Boards / Material</td>
<td>3</td>
</tr>
<tr>
<td>6.1b Bulletin Board / Locations</td>
<td>3</td>
</tr>
<tr>
<td>6.2 Use of Other Facilities</td>
<td>4</td>
</tr>
<tr>
<td>7 Labor-Management Meetings, Productivity Council</td>
<td>4</td>
</tr>
<tr>
<td>8 Probationary Employees</td>
<td>4</td>
</tr>
<tr>
<td>9 Hours of Work</td>
<td>5</td>
</tr>
<tr>
<td>9.1 Work Schedules</td>
<td>5</td>
</tr>
<tr>
<td>9.2 Rest Breaks</td>
<td>5</td>
</tr>
<tr>
<td>9.3 Unpaid Lunches</td>
<td>5</td>
</tr>
<tr>
<td>9.4 Building Closings</td>
<td>6</td>
</tr>
<tr>
<td>9.5 Flexible Starting Times</td>
<td>6</td>
</tr>
<tr>
<td>10 Attendance Rules</td>
<td>6</td>
</tr>
<tr>
<td>10.1 Unauthorized Leave</td>
<td>6</td>
</tr>
<tr>
<td>10.2 Tardiness</td>
<td>6</td>
</tr>
<tr>
<td>11 Seniority</td>
<td>6</td>
</tr>
<tr>
<td>11.1 Competitive Class</td>
<td>6</td>
</tr>
<tr>
<td>11.2 Non-Competitive &amp; Labor Class</td>
<td>6</td>
</tr>
<tr>
<td>11.3 Full-Time Continuous Employment</td>
<td>6</td>
</tr>
<tr>
<td>11.4 Loss of Seniority</td>
<td>7</td>
</tr>
<tr>
<td>11.5 Same Date of Hire - Non-Competitive &amp; Labor Class</td>
<td>7</td>
</tr>
<tr>
<td>11.6 Seniority List</td>
<td>7</td>
</tr>
<tr>
<td>11.7 Rate of Pay</td>
<td>7</td>
</tr>
</tbody>
</table>
# Table of Contents (Cont'd)

<table>
<thead>
<tr>
<th>Article</th>
<th>Number</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Layoff and Recall</td>
<td>12.1 Non-Competitive &amp; Labor Class Employees</td>
<td>7</td>
</tr>
<tr>
<td>12 Layoff and Recall</td>
<td>12.2 Competitive Class Employees</td>
<td>7</td>
</tr>
<tr>
<td>12 Layoff and Recall</td>
<td>12.3 Loss of Services</td>
<td>8</td>
</tr>
<tr>
<td>12 Layoff and Recall</td>
<td>12.4 Reduction in Rank or Displacement</td>
<td>8</td>
</tr>
<tr>
<td>13 Job Posting</td>
<td>13.1 Competitive Class</td>
<td>8</td>
</tr>
<tr>
<td>13 Job Posting</td>
<td>13.2 Non-Competitive and Labor Class</td>
<td>8</td>
</tr>
<tr>
<td>13 Job Posting</td>
<td>13.2b Appointment to Positions</td>
<td>8</td>
</tr>
<tr>
<td>13 Job Posting</td>
<td>13.3 Reinstatement and Reappointment</td>
<td>9</td>
</tr>
<tr>
<td>13 Job Posting</td>
<td>13.3a Reinstatement and Reinstatement</td>
<td>9</td>
</tr>
<tr>
<td>13 Job Posting</td>
<td>13.3b Loss of License</td>
<td>9</td>
</tr>
<tr>
<td>14 Transfer - Definition</td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>15 Reassignment</td>
<td>15.1 Reassignment - Definition</td>
<td>10</td>
</tr>
<tr>
<td>15 Reassignment</td>
<td>15.2 Notice of Reassignment</td>
<td>10</td>
</tr>
<tr>
<td>15 Reassignment</td>
<td>15.3 Geographic Reassignment</td>
<td>10</td>
</tr>
<tr>
<td>15 Reassignment</td>
<td>15.4 Shift Preference</td>
<td>10</td>
</tr>
<tr>
<td>15 Reassignment</td>
<td>15.5 Unwanted Shift Reassignment</td>
<td>10</td>
</tr>
<tr>
<td>15 Reassignment</td>
<td>15.7 Requests for Reassignment</td>
<td>11</td>
</tr>
<tr>
<td>16 Holidays</td>
<td>16.1 Holidays Observed</td>
<td>11</td>
</tr>
<tr>
<td>16 Holidays</td>
<td>16.2 Weekend Holidays</td>
<td>11</td>
</tr>
<tr>
<td>16 Holidays</td>
<td>16.3 Absence Before a Holiday</td>
<td>11</td>
</tr>
<tr>
<td>17 Vacation Leave with Pay</td>
<td>17.1 Accumulation</td>
<td>11</td>
</tr>
<tr>
<td>17 Vacation Leave with Pay</td>
<td>17.2 Longevity Accumulation</td>
<td>12</td>
</tr>
<tr>
<td>17 Vacation Leave with Pay</td>
<td>17.3 Schedule</td>
<td>12</td>
</tr>
<tr>
<td>17 Vacation Leave with Pay</td>
<td>17.4 Unscheduled Vacations</td>
<td>12</td>
</tr>
<tr>
<td>17 Vacation Leave with Pay</td>
<td>17.5 Separation</td>
<td>13</td>
</tr>
<tr>
<td>17 Vacation Leave with Pay</td>
<td>17.6 Missing Work</td>
<td>13</td>
</tr>
<tr>
<td>17 Vacation Leave with Pay</td>
<td>17.7 Limited Exceptions to Seniority in Vacations</td>
<td>13</td>
</tr>
<tr>
<td>18 Sick Leave with Pay</td>
<td></td>
<td>13</td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS (cont'd)

<table>
<thead>
<tr>
<th>ARTICLE NUMBER</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.1 Eligibility</td>
<td>13</td>
</tr>
<tr>
<td>18.2 Accumulation</td>
<td>14</td>
</tr>
<tr>
<td>18.3 Reporting</td>
<td>14</td>
</tr>
<tr>
<td>18.4 Doctor's Appointments</td>
<td>14</td>
</tr>
<tr>
<td>18.5 Doctor's Examinations</td>
<td>14</td>
</tr>
<tr>
<td>18.6 Units</td>
<td>14</td>
</tr>
<tr>
<td>18.7 Retirement</td>
<td>14</td>
</tr>
<tr>
<td>18.8 Missing Work</td>
<td>14</td>
</tr>
<tr>
<td>18.9 Sick Leave Bank</td>
<td>14</td>
</tr>
<tr>
<td>18.10 Catastrophic Leave Program</td>
<td>15</td>
</tr>
<tr>
<td>18.10a Eligibility to Receive Credits</td>
<td>15</td>
</tr>
<tr>
<td>18.10b Eligibility to Earn Accruals</td>
<td>15</td>
</tr>
<tr>
<td>18.10c Medical Documentation</td>
<td>15</td>
</tr>
<tr>
<td>18.10d Donation of Credits</td>
<td>15</td>
</tr>
<tr>
<td>18.10e Limits on Donation of Credits</td>
<td>16</td>
</tr>
<tr>
<td>18.10f Employer's Role</td>
<td>16</td>
</tr>
<tr>
<td>18.10g Sunset Clause</td>
<td>16</td>
</tr>
<tr>
<td>18.11 Sick Leave Incentive</td>
<td>16</td>
</tr>
<tr>
<td>19 Personal Leave Days</td>
<td>16</td>
</tr>
<tr>
<td>20 Bereavement Leave</td>
<td>17</td>
</tr>
<tr>
<td>21 Family and Medical Leaves</td>
<td>17</td>
</tr>
<tr>
<td>21.1 Extended Unpaid Leave for One's Own Illness</td>
<td>17</td>
</tr>
<tr>
<td>21.2 Maternity Leave for Employees</td>
<td>18</td>
</tr>
<tr>
<td>21.3 Extended Family Leave for Child-Rearing Purposes</td>
<td>18</td>
</tr>
<tr>
<td>21.4 Other Family and Medical Leaves</td>
<td>18</td>
</tr>
<tr>
<td>22 Educational Leave</td>
<td>18</td>
</tr>
<tr>
<td>23 Prohibition on Leaves</td>
<td>19</td>
</tr>
<tr>
<td>24 Military Leave</td>
<td>19</td>
</tr>
<tr>
<td>25 Jury Duty and Court Appearances</td>
<td>19</td>
</tr>
<tr>
<td>26 Civil Service Examinations</td>
<td>19</td>
</tr>
<tr>
<td>27 Insurance</td>
<td>19</td>
</tr>
<tr>
<td>ARTICLE NUMBER</td>
<td>PAGE</td>
</tr>
<tr>
<td>---------------</td>
<td>------</td>
</tr>
<tr>
<td>27.1a Health Insurance Plan</td>
<td>20</td>
</tr>
<tr>
<td>27.2 Health Insurance Buyout</td>
<td>20</td>
</tr>
<tr>
<td>27.3 Health Insurance Upon Retirement</td>
<td>21</td>
</tr>
<tr>
<td>27.4 Dental Insurance</td>
<td>21</td>
</tr>
<tr>
<td>27.5 Health Care Cost Containment &amp; the Health Insurance Committee</td>
<td>21</td>
</tr>
<tr>
<td>28 Retirement</td>
<td>22</td>
</tr>
<tr>
<td>29 Workers' Compensation</td>
<td>22</td>
</tr>
<tr>
<td>30 Salary Rules</td>
<td>23</td>
</tr>
<tr>
<td>30.1 Increments</td>
<td>23</td>
</tr>
<tr>
<td>30.2 Promotion</td>
<td>23</td>
</tr>
<tr>
<td>30.3 Job Classification</td>
<td>23</td>
</tr>
<tr>
<td>30.4 Salary Review</td>
<td>23</td>
</tr>
<tr>
<td>30.5 Employee Evaluation</td>
<td>23</td>
</tr>
<tr>
<td>30.6 Other Sources of Income</td>
<td>23</td>
</tr>
<tr>
<td>31 Overtime</td>
<td>24</td>
</tr>
<tr>
<td>31.1 Overtime Distribution</td>
<td>24</td>
</tr>
<tr>
<td>31.2 Curtailment</td>
<td>24</td>
</tr>
<tr>
<td>31.3 Rate</td>
<td>24</td>
</tr>
<tr>
<td>31.4 Compensatory</td>
<td>24</td>
</tr>
<tr>
<td>32 On Call</td>
<td>24</td>
</tr>
<tr>
<td>32.1 Definition</td>
<td>24</td>
</tr>
<tr>
<td>32.2 Compensation</td>
<td>24</td>
</tr>
<tr>
<td>32.3 Recall</td>
<td>25</td>
</tr>
<tr>
<td>33 Discipline and Discharge</td>
<td>25</td>
</tr>
<tr>
<td>33.1 Exclusive Procedure</td>
<td>25</td>
</tr>
<tr>
<td>33.2 Notice</td>
<td>25</td>
</tr>
<tr>
<td>33.3 Grievance and Arbitration</td>
<td>25</td>
</tr>
<tr>
<td>33.4 Right to Representation</td>
<td>25</td>
</tr>
<tr>
<td>33.5 Limitation</td>
<td>26</td>
</tr>
<tr>
<td>34 Grievance Procedures</td>
<td>26</td>
</tr>
<tr>
<td>34.1 Definitions</td>
<td>26</td>
</tr>
<tr>
<td>34.2 Grievance Steps</td>
<td>26</td>
</tr>
<tr>
<td>ARTICLE NUMBER</td>
<td>PAGE</td>
</tr>
<tr>
<td>---------------</td>
<td>------</td>
</tr>
<tr>
<td>Step 1 Department Head</td>
<td>27</td>
</tr>
<tr>
<td>Step 2 Human Resources Director</td>
<td>27</td>
</tr>
<tr>
<td>Step 3 Arbitration</td>
<td>27</td>
</tr>
<tr>
<td>34.3 Additional Provisions</td>
<td>27</td>
</tr>
</tbody>
</table>

### 35 Compensation

- 35.1 Salary Plan | 28 |
- 35.2 Wages | 28 |
- 35.3 Recall | 28 |
- 35.4 Shift Differential | 28 |
- 35.5 Mileage Reimbursement | 28 |
- 35.6 Longevity Increments | 30 |
- 35.7 Work in Higher Classification | 31 |
- 35.8 Rate of Pay | 31 |
  - 35.9a Special Provisions for Community Health Nurses | 31 |
  - 35.9b Special Holiday Rate for Community Health Nurses | 31 |
- 35.10 Deferred Compensation | 31 |
- 35.11 Tuition Reimbursement | 31 |
- 35.12 Meal Reimbursement | 32 |
  - 35.12a Business Meals | 32 |
  - 35.12b Out of County | 32 |
  - 35.12c In County | 32 |
- 35.13 Training | 32 |
- 35.14 Employee Assistance Program | 32 |

### 36 Vehicles

- 36 | 32 |

### 37 Parking

- 37 | 33 |

### 38 Cellular Phones

- 38 | 33 |

### 39 Pay for Service While Engaged in

- 39 | 33 |
  - * Firefighting |
  - * Emergency Ambulance Calls |
  - * Fire Investigation Activities |

### 40 Personal Property Policy

- 40 | 34 |
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS (cont'd)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ARTICLE NUMBER</strong></td>
</tr>
<tr>
<td>41 Inservice Education/Training .................................................. 34</td>
</tr>
<tr>
<td>42 No Strike/No Lockout Clause ..................................................... 35</td>
</tr>
<tr>
<td>43 Savings Clause ................................................................. 35</td>
</tr>
<tr>
<td>44 Term of Agreement .............................................................. 35</td>
</tr>
<tr>
<td>45 Indemnification Provision ....................................................... 35</td>
</tr>
<tr>
<td>46 Titles ........................................................................ 35</td>
</tr>
<tr>
<td>47 Memoranda .................................................................. 35</td>
</tr>
<tr>
<td><strong>ADDENDA</strong></td>
</tr>
<tr>
<td>A  Department of Public Works ..................................................... 37</td>
</tr>
<tr>
<td>B  Department of Nursing Homes .................................................. 39</td>
</tr>
<tr>
<td>C  Department of Social Services ............................................... 47</td>
</tr>
<tr>
<td><strong>APPENDICES</strong></td>
</tr>
<tr>
<td>A  Statutory References ............................................................ 48</td>
</tr>
<tr>
<td>B  Health Insurance Waiver Form ............................................... 52</td>
</tr>
<tr>
<td>C  Health Insurance Plan Revisions ............................................ 53</td>
</tr>
<tr>
<td>D  Memorandum of Understanding - Health Insurance/Retirees - Reentry ...... 59</td>
</tr>
<tr>
<td>E  Memorandum of Understanding - Sub-Committee ................................ 60</td>
</tr>
<tr>
<td>F  Memorandum of Understanding - Alcohol &amp; Drug Testing .................... 61</td>
</tr>
</tbody>
</table>
| G  Memorandum of Understanding - Vacation Transition  
    DSS Stipend .................................................................. 65 |
| H  Unit Position .................................................................. 66 |
I  Unit Salary Schedule ................................................................. 71
J  Excluded Positions ................................................................. 76

EXECUTION OF AGREEMENT ......................................................... 77
ARTICLE 1

Preamble

Section 1.1: The Public Employee's Fair Employment Act, the other provisions of the Civil Service Law, and the Local Laws of the County of Cattaraugus which are not inconsistent with said Act and the Civil Service Law, shall govern the Terms of this Agreement.

Section 1.2: This agreement is entered into pursuant to Article 14 of the Civil Service Law between the County of Cattaraugus, hereinafter referred to as "Employer", and the Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO, the certified Union by the Cattaraugus County Employees' Unit of Local 805, hereinafter referred to as the "Union". The parties further agree that this agreement constitutes the entire contract between the parties.

Section 1.3: Acknowledging the moral principles inherent in Federal and State Legislation, the parties to this agreement hereby affirm that they shall insure equal employment opportunities for all qualified individuals without consideration of their age, sex, race, creed, color, or national origin. The scope of employment opportunity shall also include adherence by the Employer to the provisions of the Americans with Disabilities Act of 1990 (ADA).

ARTICLE 2

Recognition

Section 2.1: The Employer recognizes the Union as the sole and exclusive Bargaining Agent for the purposes of Collective Bargaining and the Administration of grievances arising thereunder, for the maximum period provided by Law, for all employees excluding those titles listed in Appendix J.

ARTICLE 3

Deductions

Section 3.1: The Employer shall deduct from the wages of those employees who have signed authorizations permitting said deductions, membership dues, insurance premiums, and master plan insurance deductions, and remit same to the CSEA, 143 Washington Street, Albany, New York 12210.

Section 3.2: The employer shall deduct from the wages of those employees who are not members of the CSEA an amount equal to the membership dues of a member of the CSEA and remit same to CSEA, 143 Washington Avenue, Albany, New York 12210.

Section 3.3: There will be one deduction made for all Union benefits. The Union will provide the County Treasurer with a bill broken down into categories. The County Treasurer will issue checks bi-weekly for each category. All changes must be given to the County Treasurer. Said changes will only be made bi-weekly.

The County Treasurer is hereby authorized to send such deductions directly to the insurance company involved, if required by the Agreement between the parties.

Section 3.4: CSEA shall hold the Employer harmless against any and all suits, claims, and responsibilities that shall arise out of or for any reason due to any action taken in complying with this article.
ARTICLE 4
Management Rights

Section 4.1: The Employer retains the sole right to manage its business and services and to direct the working force, including the right to 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; 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; 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, layoff, assign, transfer, promote, and determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by Law. Provided however, the Employer shall not be arbitrary or capricious in exercising either the foregoing enumerated rights or its broader common law, inherent, and/or reserved rights.

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

ARTICLE 5
Union Rights

Section 5.1: The Employer recognizes the right of the employees to designate representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances, and disputes as to the terms and conditions of this Agreement and to visit employees during working hours. Such representatives shall also be permitted to appear at public hearings before the County Legislature upon request of the Employees.

Section 5.2: The Employer recognizes the need for County employees who are Union officials to devote time during working hours to Union business. Employees engaging in Union business during working hours will notify the Department Head or his designee before engaging in Union business. A list of twenty (20) designated employees shall be filed with the Human Resources Director and may be altered, with five (5) days notice, at anytime by the Union. Failure to file such list with the Human Resources Director shall negate the Employer's responsibility to release any employee from their normal duties for Union business. No more than fifteen (15) County employees shall be designated to conduct Union business at one time. There shall be no more than one (1) employee in any department or either facility of the nursing home, per shift, designated to conduct Union business at any such time. Time devoted to Union business will not exceed eight (8) hours per pay period with a maximum of four hundred (400) hours per year for all Union officials. However, time spent in negotiations, grievances, Labor Management, Public Employment Relations Board proceedings, or in instances where the Human Resources Director and Unit President mutually agree that it is in the best interests of the parties to meet, shall not count towards the four hundred (400) hours of allotted union time. Management agrees to provide quarterly reports to the Union on the use of this clause. If the four hundred (400) hours are used, the President of the Union may request additional hours from the Human Resources Director, up to a maximum of two hundred (200) hours. Such request shall not
be unreasonably denied. Time in excess of the eight hours will be charged to accrued vacation
time, personal leave time, or counted as unauthorized leave at the option of the employee.

Section 5.3: The Employer shall provide to the Unit President or to his/her designee a
copy of each agenda established for meetings of the County Legislature prior to each respective
meeting.

The Unit President or his/her designee shall, without loss of pay, be permitted to attend
meetings of the Legislature when any matters dealing with conditions and terms of employment
will be discussed.

Section 5.4: Duly elected unit delegates and the unit representative required to attend
delegate meetings and the Board of Directors meetings of the State CSEA shall be given leave
with pay for such purposes. Such pay for any such delegates shall not exceed thirty (30) days per
annum.

Section 5.5: The Employer will provide to the Unit President, March 1 and August 1 of
each year, a list of the names and addresses of all employees.

Section 5.6: The Employer shall notify the Union at least seven (7) days in advance of
the change in working methods or working conditions, except where such change is required
because of an emergency or major disaster over which the Employer has no control.

Section 5.7: No employee shall be required to operate equipment that is unsafe or
equipment that does not have proper safety features. Inspection of such equipment shall be
handled by two (2) persons designated by the Unit President and two (2) persons designated by
the Human Resources Director.

Section 5.8: CSEA shall be allowed to discuss Union matters following the new
employee orientation. Such discussion will be conducted by a representative designated by the
President who is assigned at the facility where the orientation takes place.

ARTICLE 6
Use of Bulletin Boards and Employer's Facilities

Section 6.1a: Bulletin Boards / Material. The Employer will provide a reasonable
amount of exclusive bulletin board space in an accessible place in the locations hereinafter
provided, for the purpose of posting bulletins, notices, and material issued by CSEA; as well as
job postings issued by the Employer pursuant to Article 13 of this agreement, and examination
announcements which may be issued by the local Civil Service Commission or other Civil
Service agencies. Material issued by the Union shall be signed and dated by a designated official
of the organization. No such material shall be posted which is profane, obscene, or defamatory
of the Employer or those acting as its representatives, or which constitutes political election
campaign material for or against any person, organization, or faction thereof. No other employee
organization except the certified or recognized organization shall have the right to post material
upon Employer bulletin boards, except during campaign periods or periods of challenge as
defined in Section 208 of the Civil Service Law. If the Employer removes any material because
it feels it is objectionable, such removal shall be subject to the Grievance procedure herein.

Section 6.1b: Bulletin Boards / Locations. Bulletin Boards shall be provided at the
following locations:

3
1. County Building, Olean, New York - the various departments and a central posting area.
2. County Center, Little Valley, New York - a central posting area.
3. Department of Aging, Olean, New York - Linwood Center
4. Department of Community Services, Olean, New York - Olean Guidepost
5. Health Department Field Offices, a) Salamanca; b) Little Valley; c) Machias
6. Social Services Offices, a) Salamanca; b) Little Valley
7. County Nursing Homes, a) Machias; b) Olean
8. Department of Public Works, a) Each Highway Barn; b) Each active waste management facility
9. Delevan Motor Vehicle Office
10. Such other locations to which the parties may mutually agree in writing to include

Section 6.2: Use of Other Facilities. The Union may utilize conference rooms or other Employer facilities only with the express permission of an appropriate Employer representative. No such facilities shall be utilized for any purposes associated with political election campaigns for or against any person, organization, or faction thereof.

ARTICLE 7
Labor-Management Meetings
Productivity Council

Section 7.1: The Employer and CSEA shall establish a joint labor management committee for the purpose of providing communications, discussion and resolution of problems between the Employer and the employees within the bargaining unit.

Section 7.2: The committee shall consist of five (5) members appointed by each party, President of the Association and Chairman of the County Legislature.

Section 7.3: The parties shall meet as needed and may be called at mutually convenient times by the President of the Association and the Human Resources Director.

Section 7.4: Safety and health issues may be placed on the agenda of regularly scheduled Labor Management Committee Meetings by either party. Any such issue which occurs between such meetings will be directed to the Safety Engineer by the Unit President Designee.

ARTICLE 8
Probationary Employees

Section 8.1: Every permanent appointment from an open-competitive or promotion eligible list and every original appointment to a position in the non-competitive, exempt, or labor class shall be for a probationary term to conform with Civil Service Law and Rules.

Section 8.2: An appointment shall become permanent upon the completion of the probationary period as provided in Civil Service Law and Rules.

Section 8.3: After decisions to hire new employees are made, all such employees are required to have a medical examination. These examinations are conducted at the Employer's expense. The purposes of the medical examinations are to ensure that a new hire is able to
perform the essential functions of the specific job, for which selected, and to secure medical histories which may serve useful in the planning of employee wellness programs.

Section 8.4: The Cattaraugus County Civil Service Commission shall order a Civil Service examination for all positions held by provisional appointment within one month after the provisional is appointed.

ARTICLE 9
Hours of Work

Section 9.1: Work Schedules. Work schedules shall be prepared by Department Heads or their designees. Such schedules shall have for their purpose the establishment and maintenance of equitable and, as nearly possible, uniform hours of work for all positions. Changes in hours of work which are made for operational or other mission related reasons, shall be in accordance with an alternate schedule approved by the Department Head. Any change in the hours of work schedules which are not requested by the Union, shall be discussed with the President of the Cattaraugus County Employees Unit and/or his/her designee(s) prior to the approval of the schedule by the Department Head, or its implementation, which shall generally not take place for five (5) working days following the discussion of the schedule change with the Union.

The Union may, also, request a change in regular departmental work hours for reasons of preference or convenience. The Union shall submit all requests to the Department Head who shall discuss the reason(s) for the work schedule changes with the President of the Unit or his/her designee(s) within five (5) working days of the receipt of the request. The Department Head may, then, implement the requested change five (5) working days following discussions with Union officials.

Each employee shall work overtime when necessary for the efficient conduct of the Employer's business.

The Employer shall not curtail the regular shift or regular work week of an employee to prevent paying overtime, unless the individual employee and the Employer mutually agree.

The regular work week for all employees shall commence at 12:01 a.m. Monday through midnight on the subsequent Friday, except employees of departments required to provide continuous or extended service. These employees shall have a work week of the same number of hours, but not necessarily the hours specified earlier. For payroll purposes, the work week terminates midnight Saturday for all employees.

The regular work week for all hourly employees shall be forty (40) hours per week. The regular work week for all salaried employees shall be thirty-five (35) hours per week.

Section 9.2: Rest Breaks. Employees shall receive two breaks per day, each of fifteen (15) minute duration. These breaks will be scheduled at the convenience of the Employer, but as near as possible to the middle of each period of work.

Breaks will be taken only in areas suitable to the Employer. These areas shall not be determined in an arbitrary or capricious manner.

Section 9.3: Unpaid Lunches. The Employer shall not provide paid lunch hours for any employees.
Section 9.4: Building Closings. If the Chairman of the County Legislature closes any County Building, then any employees dismissed before the end of their shift shall be paid for their entire shifts, or if it is closed before the shift starts, then they will be paid for the entire shift.

Section 9.5: Flexible Starting Times. The Employer agrees to permit flexible starting times and schedules of work for reasons of employee preference or convenience that are different from the traditional seven or eight-hour days, provided there is mutual agreement in writing between the Department Head and the Union. This change in the schedule or in flexible hours shall not create overtime.

ARTICLE 10
Attendance Rules

Section 10.1: Unauthorized Leave. Any absence of any employee not reported before the time specified in the pertinent Articles of Agreement and any absence not provided for in this Agreement will be classified as unauthorized leave.

Section 10.2: Tardiness. All employees are required to report to work at the scheduled time. Tardiness shall be regarded as a violation of the Agreement. The Department Head will use reasonable judgement in evaluating instances of tardiness. The employee, whenever possible, will inform the department before his/her shift commences that he/ she will be tardy, except as provided in Article 39.

ARTICLE 11
Seniority

Section 11.1: Competitive Class. Seniority is the length of full-time, continuous employment with the Employer commencing with the date of the original permanent appointment, except for those employees who had a contingent permanent, provisional, trainee, labor, or non-competitive appointment immediately preceding their original permanent appointment.

An employee who received a provisional appointment and is later permanently appointed to the same position, will have his seniority calculated from the date of the provisional appointment. An employee appointed to a trainee position shall have his seniority calculated from the date of his appointment to the trainee position. An employee who is originally employed with the Employer in a labor or non-competitive class position and later moves to a competitive class position shall have his seniority calculated from the date he began his full-time, continuous service with the Employer.

Section 11.2: Non-competitive and Labor Class Employees. Seniority is the length of full-time, continuous employment with the Employer.

Section 11.3: Full-Time Continuous Employment. As used in the above paragraphs, full-time, continuous employment includes those periods when an employee is on the Employer's active payroll and those periods when an employee is:
(a) on unpaid leave,
(b) on layoff up to four (4) years from the date of layoff,
(c) absent from and unable to perform the duties of his/her position by reason of a disability resulting from occupational injury or disease,
(d) such other periods of service, if any, that the Civil Service Law requires to be treated as part of the employee's continuous service.

Section 11.4: Loss of Seniority. Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his/her seniority only when one or more of the following occurs:
(a) he/she resigns (unless he/she is reinstated within the period permitted by any provision of the Civil Service Law applicable to him/her);
(b) he/she is discharged or terminated in accordance with law and/or the terms of this contract;
(c) he/she retires;
(d) he/she refuses a recall.

Section 11.5: Same Date of Hire - Non-Competitive and Labor Class. If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

Section 11.6: Seniority List. On January 31 and July 31 of each year, the Employer shall provide the Union with a copy of the current Seniority List for all employees within the bargaining unit. This Seniority List shall be considered final and binding unless any change is submitted in accordance with grievance procedures within ten (10) working days after the List is made available.

Section 11.7: Rate of Pay. Any person hired by the Employer who does not have experience or demonstrated ability in a particular position as determined by the Employer, shall be paid only the minimum rate of pay for the grade in which such employee is hired. If a new employee is paid more than the minimum rate due to experience or demonstrated ability, the Employer shall raise the rate paid to other such employees performing the same job in that grade to the rate of pay being received by the new employee.

ARTICLE 12
Layoff and Recall

Section 12.1: Non-Competitive and Labor Class Employees. In the case of job abolishment or reduction in force, the employee with the least seniority in the department in the classification where the abolishment or reduction in work force occurs shall be notified for layoff.
(A) An employee notified for layoff in one classification may exercise his seniority to displace another employee with less seniority when the employee to be displaced is in a lower rated classification within the department for which he is qualified.
(B) An employee who did not exercise such bumping rights within ten (10) days of the date that he is notified for layoff shall be laid-off fifteen (15) days after such notice.
(C) Recall shall be in the inverse order of layoff. An employee shall retain his right to recall for a period of two (2) years from the date of layoff. If qualified, an employee on layoff shall be rehired prior to the hiring of a new employee in his former department.

Section 12.2: Competitive Class Employees. In the case of abolishment, reduction in work force, layoff, and recall for competitive class employees, the procedures outlined in Rule 26 of the Rules for the Classified Service of Cattaraugus County and Section 80, 81, and 85 of the Civil Service Law will prevail.
Section 12.3: Loss of Services. The County will notify, by registered mail, the designee of the Union, thirty (30) calendar days prior to the effective date of any loss of services in the work areas covered by this agreement and which would cause layoffs or the loss of jobs. The parties agree that they will meet to negotiate the impact of said layoffs and/or loss of jobs.

Section 12.4: Reduction in Rank or Displacement. Where an employee's permanent position is reduced in rank or such permanent employee must displace to a lower graded title, the compensation of such an employee shall be paid at the step and grade which most nearly equals, without exceeding, the hourly rate he/she received in his/her permanent higher graded position. An employee who is reinstated to a title from which he/she was laid off, shall be compensated at the same salary grade and step he/she was receiving at the time of layoff. The fact that an employee has not served in a position for a protracted time shall not necessarily preclude such employee for consideration for a meritorious salary increment pursuant to Article 30, Section 1, of this collective bargaining agreement.

ARTICLE 13
Job Posting
(Appointment, Promotions, Voluntary Demotions, and Reinstatement)

Section 13.1: Competitive Class. Positions in the competitive class of the Civil Service shall be filled solely pursuant to Civil Service Law and applicable local Civil Service Rules. If a position is to be filled on a provisional basis or a temporary basis that might reasonably be expected to last more than 100 days, whenever a direct promotional field exists of four (4) or more permanent employees in a department, preference for a temporary appointment to a promotional vacancy shall be given to interested, qualified, permanent employees in direct line of promotion prior to filling the vacancy from outside the department. Such temporary vacancy must reasonably be expected to last more than 100 days.

Section 13.2: Non-Competitive and Labor Class. If a permanent vacancy occurs within the bargaining unit in a position in the non-competitive or labor class and the appointing authority contemplates filling the position, it will be posted for a period of five (5) working days on the bulletin boards provided in Article 6 of this Agreement. The posting shall contain:
1) Job Title
2) Rate of Pay
3) Current Location of Work
4) Designated Place and Name of Person to See for Application
5) Place to Apply

A copy of each such job posting shall be provided to the County Employee Unit President.

Section 13.2b: Appointment to positions. The Employer will award the position to the most senior employee meeting the following qualifications:
1) Qualified according to the class specification established for the vacant position;
2) Physical qualifications;
3) Seniority: with (1) and (2) being equal, seniority will prevail;
4) Employees must have completed their initial probationary periods with a County department.
First preference will be given to the most senior employee within the department where the vacancy occurs for whom the new position will mean a new class title, whether the new appointment means a promotion or not. This preference will prevail for employees utilizing Paragraph D also.

If no employee to whom the new position would mean a promotion or a change in class title in the department responds to the posting, then the appointing authority shall appoint the employee with the most seniority.

If Management can reasonably demonstrate a respondent to the job posting to be demonstrably less qualified, unfit, or has an inferior work record which would mitigate against promotion, then the Employer may pass over said employee, even though he/she works in the department where the vacancy occurs or has greater seniority. Management shall then promote the next most senior applicant.

Section 13.2c: The Employer shall be the judge of such qualifications. If necessary, any challenge to the Employer's judgement in this area shall be subject to the grievance procedure.

Section 13.2d: Temporary vacancies which are to be filled on a temporary basis, in positions permanently encumbered by another employee, shall be posted in the department in which they occur, if the temporary appointment can reasonably be expected to last more than 100 days and is in a position allocated to salary Grade 14 or above. Only employees within the department where a temporary opening exists are eligible to respond to such a posting.

Section 13.2e: Entry-level positions designated as non-competitive under Section 55(a) of the New York State Civil Service Law shall be exempt from this Article of the Agreement. These positions shall only be filled by handicapped persons certified by the New York State Education Department.

Section 13.3a: Reinstatement and Reappointment. The job posting provisions of this article shall have no application if a vacancy is filled by the reinstatement or reappointment of a permanent employee who has resigned from a bargaining unit position within one year of the date of such reinstatement or reappointment.

Section 13.3b: Loss of License. The job posting provisions of this article shall also have no application if a vacancy is to be filled by a unit member whose employment status was automatically terminated by loss of a license or certificate, which was a necessary qualification for the job classification from which terminated.

If an employee is reinstated or reappointed pursuant to this section, he/she shall reacquire his/her seniority date as provided in Article 11, Sections 1 and 2, provided such reinstatement or reappointment occurs within one year of the date of resignation or automatic termination due to loss of qualification.

ARTICLE 14
Transfer

Section 14.1: Definition. Positions which are filled by transfers are governed solely by applicable Civil Service Rules. Every transfer shall require the consent of the transferee and of the appointing authority having jurisdiction over the position to which transfer is sought. Civil Service Rules contain the following definition:
"Transfer" means the change, without further examination of a permanent employee from a position under the jurisdiction of one appointing authority to a similar position under the jurisdiction of another appointing authority, or to a position in a different title under the jurisdiction of the same appointing authority.

ARTICLE 15
Reassignment

Section 15.1: Reassignment - Civil Service Rules contain the following definition:
"Reassignment" means the change, without examination, of a permanent employee from one position to another position in the same title under the jurisdiction of the same appointing authority.

Section 15.2: Notice of Reassignment. Temporary reassignments of more than five (5) working days but less than thirty (30) working days within a Department and/or from one (1) shift to another as well as reassignments of a greater duration or permanent reassignments shall not be made without three (3) working days written notice to the employee(s).

Temporary reassignment within the County department or from one shift to another of not more than five (5) working days may be made with written notice to the affected employee forty-eight (48) hours prior to the reassignment.

Section 15.3: Geographic Reassignment. Where an appointing authority decides to make a reassignment of a permanent nature or in excess of a thirty (30) calendar day duration from a work location in one community to a work location in a different community and the functions to be performed by the reassigned employee do not involve any special requirements, as determined by the appointing authority, then the appointing authority shall reassign the most senior employee requesting the geographical reassignment. If no employee requests the geographical reassignment and the functions do not involve special requirements, then the least senior employee in the effected classification shall be reassigned. The use of the special requirement criterion noted above for receiving a reassignment shall be waived in those instances where an employee can learn or assimilate within a seven (7) working day period the knowledge and/or skill/ability necessary to satisfy the special requirements standard.

Section 15.4.: Shift Preference. When a vacancy exists on a shift, shift preference shall be decided by seniority. Shifts shall be defined as:

First Shift: When a majority of the regular working hours are after 7:00 a.m. and before 3:00 p.m.
Second Shift: When a majority of the regular working hours are after 3:00 p.m. and before 11:00 p.m.
Third Shift: When a majority of the regular working hours are after 11:00 p.m. and before 7:00 a.m.

Section 15.5: Unwanted Shift Reassignment. In cases of an unwanted reassignment from one shift to another, the assignment shall be accomplished by using reverse seniority.

Section 15.6: Reassignments made pursuant to this Article shall not be made for arbitrary and capricious reasons.
Section 15.7: Requests for reassignment may be made at any time. Such request must be made in writing and shall be filed with the Department Head or his/her designee.

ARTICLE 16
Holidays

Section 16.1: Holidays Observed. Each employee shall receive the following paid holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. An employee who is either scheduled to work on a holiday or has a holiday fall on a non-scheduled work day will, by mutual agreement between the Employer and employee, be allowed another day off in lieu thereof. If the Employer and employee do not mutually agree as to which day will be taken off in lieu of a holiday, then employees shall be compensated for lieu holiday(s) standing to their credit as of June 30 and December 31. Employees may also be compensated for lieu holidays standing to their credit during other payroll periods if such requests are approved by the Department Head. Days granted as holidays and days taken off in lieu thereof count as time worked in the computation of overtime. Employees receiving pay for holidays instead of a day off are compensated at the straight time rate.

Section 16.2: Weekend Holidays. When a holiday falls on a Saturday, it will be celebrated on the preceding Friday. When a holiday falls on a Sunday, it will be celebrated on the following Monday.

Section 16.3: Absence Before a Holiday. In order for an employee to qualify to be paid for a recognized holiday, he must work the scheduled work day before and the scheduled work day after said holiday; employees with an excused absence will be exempt from this clause.

ARTICLE 17
Vacation Leave With Pay

Section 17.1: Accumulation. Vacation leave with pay will be granted by the appointing authority to employees, except as hereinafter stated, at the rate of one-half (1/2) day per bi-weekly pay period.

Vacation shall accumulate to a total of thirty-five (35) days.
Any employee unable to take his/her vacation due to an emergency declared by the Employer, shall be paid for those days over thirty-five (35).

Employees hired on/after January 1, 2001 and before January 1, 2004, see Appendix G.

An employee who commences employment on a full-time permanent basis on or after January 1, 2004, will accumulate vacation leave as follows:

Anniversary Date
First thru fifth year (inclusive)  ten (10) days
Sixth thru tenth year (inclusive) fifteen (15) days

Eleventh thru twentieth year (inclusive) twenty (20) days

Twenty-first thru twenty-fifth year (inclusive) one (1) additional day per year up to a maximum of 25 days (i.e. 21, 22, 23, 24, 25)

Twenty-six year and thereafter twenty-five (25) days

An employee who commences employment on a full-time permanent basis on or before December 31, 2003, shall accumulate vacation leave at the rate of one-half (1/2) day per bi-weekly pay period.

Section 17.2: Longevity Accumulation. Employees shall accumulate one (1) additional day's vacation for each full year worked beyond and inclusive of the sixth (6th) through the eighteenth (18th) year. Each employee shall receive fourteen (14) days vacation for six (6) year's service, fifteen (15) days vacation for seven (7) year's service, etc.

The longevity vacation days will be awarded at the rate of one per pay period beginning the first pay period after the first of January after the employee completes his sixth (6th) full year of service. Only days which total to thirty-five or less will be allowed.

An employee who commences employment on a full-time permanent basis on or after January 1, 2004, shall not be entitled longevity accumulation as outlined above.

Section 17.3: Schedule. The normal vacation schedule will be completed by January 1 of each year. Seniority will prevail in all scheduling conflicts. Changes in such schedule after January 1 will be made by mutual agreement between the Department Head or designee and the employee where no conflict exists. Once vacation requests have been approved, an employee shall not be displaced by a more senior employee who, following approval of the vacation period of a less senior employee, decides he/she wishes to take vacation during the same time period.

Section 17.4.: Unscheduled Vacations. In the event of an emergency need for vacation, every effort will be made to grant said request. Such determinations shall not be arbitrary or capricious. Once vacation requests have been approved, an employee shall not be displaced by a more senior employee who, following approval of the vacation period of a less senior employee, decides he/she wishes to take vacation during the same time period. Employees wishing to take an unscheduled vacation of one day's length must report that fact to their Department Head or his/her designee at least twenty-four (24) hours prior to the one-day vacation or during their shift on the work day prior to the one-day vacation, whichever results in more notice to the County. Vacation accruals shall not be taken in less than one-half hour units. Vacation approved in one-half hour units totaling less than a day may be requested and approved on the same day, if operational needs permit.

Employees wishing to take an unscheduled vacation of longer than one day must apply for permission from their Department Head or his/her designee at least five (5) working days before the commencement of their proposed vacation.
Section 17.5: Separation. (A) Employees who are laid off or who resigned in good standing provided that notice of such resignation is given to their Department Head in writing at least two (2) weeks prior to their last day of work, and have accrued vacation leave to their credit, shall be paid the salary equivalent of the unused vacation leave. (B) In the event of retirement, an employee who notifies his Department Head in writing two (2) weeks in advance shall be paid for all unused vacation. (C) In the case of the death of the employee, all vacation credits will be paid to the employee's beneficiary. (D) If an employee (a) provides the Department Head with 90 calendar days written notice of retirement or (b) dies while in the active service of the Employer, the employee will be paid for all longevity vacation days that would have been credited to the employee for that calendar year.

Section 17.6: Missing Work. Deduction of one day's pay or less per pay period for absence does not affect the normal accumulation of vacation for that pay period. Any time taken off by the employee because of either a snow storm, flood, or act of God may be taken without pay or at the employee's option from accumulated vacation time, personal leave, or accumulated holidays.

If an employee elects time off without pay for the above purposes, it shall not affect his/her accumulation of vacation and sick leave for the pay period.

Section 17.7 Limited Exceptions to Seniority in Vacations. Where an agency or program must generally limit vacation use for operational reasons, limited vacations will be granted to employees whose presence is not critical, without regard to seniority, if approved by the Department Head and the Union. This section is excluded from review under Article 34, Grievance Steps.

ARTICLE 18
Sick Leave with Pay

Section 18.1: Eligibility. Sick leave shall be granted to an employee for absence from duty because of illness, bereavement, bodily injury, exposure to contagious diseases, and attendance upon members of the immediate family whose illness requires the care of such employee. Immediate family shall mean spouse, children and parents, regardless of residence. Also, any other relative residing in the employee's household. Employees may take a maximum of thirty (30) days per year to attend to members of their immediate family. Such thirty (30) day period may be extended upon mutual agreement of the employee and the Department Head.

All employees must complete thirteen (13) full pay periods of service before any sick leave is granted. After the employee completes thirteen (13) full pay periods of service and continues in the employment of the Employer, he shall be credited with six and one half (6 1/2) days sick leave. Employees hired after July 1, 1999, shall be credited with five (5) days sick leave after the employee completes thirteen (13) full pay periods of service and continues in the employment of the Employer.

In all cases, sick leave with pay in excess of three (3) consecutive days will be granted only when a physician's certificate, furnished by the employee stating that the employee has been too ill to perform his regular duties or is in attendance upon a member of the immediate family whose illness requires the care of such employee, has been submitted to the Department Head.

If the Employer feels that an employee is abusing the sick leave provision, that employee may be required to furnish a physician's certificate for one day's absence.
**Section 18.2: Accumulation.** Each employee hired prior to July 1, 1999, will earn one-half (1/2) day of sick leave per pay period. Employees hired after July 1, 1999, will accumulate nine (9) sick leave days a year. At the completion of three (3) years of service, the employees will earn one-half (1/2) day per bi-weekly pay period. Employees will be allowed to accumulate up to a maximum accumulation of two hundred twenty-five (225) days of sick leave. An employee accumulating more than two hundred twenty-five (225) days of sick leave will forfeit the additional days.

**Section 18.3: Reporting.** When an employee finds it necessary to be absent because of illness, he/she shall report the fact at least one hour prior to the start of the shift. The employee shall report to the following locations:

- Salamanca and Little Valley salaried employees - will call - their immediate supervisor.
- Highway Employees from all other barns - will call - their immediate supervisor.
- Olean Employees - will call - supervisor designated by their Department Head.
- Nursing Home Employees - will call switchboard at the Nursing Home in which they work.

**Section 18.4: Doctor's Appointments.** All, doctor and dentist appointments may be chargeable to any benefit time.

**Section 18.5: Doctor's Examinations.** Before sick leave may be charged against sick leave credits, the appointing authority may require the employee to be examined at the expense of the Employer. If upon the report of the medical examination, the Employer finds there is no satisfactory evidence of illness, such absence may not be charged against accumulated sick leave. Abuse of sick leave privileges shall be cause for disciplinary action.

**Section 18.6: Units.** If sick leave is approved, it shall not be granted in less than one-half hour units, unless an employee becomes ill at work or has an unexpected need to utilize sick leave to attend to an injured or ill member of the immediate family.

**Section 18.7: Retirement.** Upon retirement or death, employees shall be paid their current rates of pay for their unused accumulated sick leave over sixty (60) days and up to two hundred ten (210) days. Therefore, an employee could be paid a maximum of one hundred fifty (150) days at the time of retirement or death.

**Section 18.8: Missing Work.** Deduction of one (1) day's pay or less per pay period for absence does not affect the normal accumulation of sick time for that pay period. Any time taken off by the employee because of either a snow storm, flood or act of God may be taken without pay, or at the employee's option, from accumulated sick time, personal leave, or accumulated holidays.

If an employee elects time off without pay for the above purposes, it shall not affect his/her accumulation of vacation and sick leave for the pay period.

**Section 18.9: Sick Leave Bank.** (A) Each Employee shall contribute one (1) day per year to a sick bank to be deducted from the employee's accrual on January 1 of each year of this contract. The Employer will contribute an amount of days equal to the total employee's
contribution. An employee unable to contribute cannot participate. Effective January 1, 1999, employee and Employer contributions to the combined Sick Leave Banks will be suspended until such time as the balance of hours in the combined sick leave banks is less than fifty thousand (50,000) hours. Should the combined balance drop below fifty thousand (50,000) hours, employee and Employer contributions would resume on the following January 1st date. New employees hired after March 24, 1998, will make an initial contribution of one day following completion of thirteen full pay periods and one (1) day each on January 1st of the following two (2) years. (b) There will be a return of one (1) sick day to all employees who contributed one (1) day on January 1, 1999. (B) After individual sick leave accruals have been exhausted, and vacation accruals at the employee's option, the employee may request sick leave from the bank for the employee's personal illness. (C) The President of the Cattaraugus County Employee Unit of the Civil Service Employee's Association or his or her designee and the Human Resources Director shall approve or disapprove all requests for the use of sick leave bank pursuant to these rules. If these parties disagree, the request shall be submitted to the County Operations Committee of the Cattaraugus County Legislature for determination. Such requests shall not be unreasonably denied. (D) If the request is approved, the employee may be granted sick leave for a maximum period equal to the amount of accumulated sick leave on the date in which the employee's illness or disability began. While using time from the sick leave bank, the employee will be paid at a rate equal to their regular rate of pay. While the employee is using time from the sick leave bank, he/she shall not be eligible to earn any benefit time. (E) Accumulated days in the bank shall accrue from year to year.

Full-time employees appointed provisionally or permanently, transferring to the county service, or reinstated or reappointed with over a year’s break in service, on and after January 1, 2004, will contribute to the sick leave bank one (1) day of sick leave on January 1st of each year. After ten (10) such contributions, such employees will be exempt from further donations, unless the combined balance of the sick leave bank drops below fifty-thousand (50,000) hours. On January 1, following the time when the balance falls below fifty-thousand (50,000) hours, all employees will be required to contribute one (1) day to the sick leave bank per year, until such balance again reaches one-hundred thousand (100,000) hours. Thereafter, only employees with ten (10) or less years of seniority will be required to contribute until such time they achieve their required ten (10) yearly contributions.

Section 18.10a: Catastrophic Leave Program. Eligibility to Receive Donated Credits. In order to be eligible to receive donated credits, an employee must have completed at least one cumulative year of service, must be absent due to a non-occupational personal illness or disability for which medical documentation satisfactory to management is submitted as required, must have exhausted all leave credits and must be expected to be absent for at least two biweekly payroll periods following exhaustion of leave credits. The employee must have no disciplinary actions resulting in a penalty of more than a (5) five-day unpaid suspension during the last year prior to the application for catastrophic leave. An employee using donated leave credits is treated as an employee on unpaid leave. Receiving donated credits does not entitle an employee to extend their employment beyond the point it would otherwise end by law or rule (for example, layoff or termination, including that pursuant to Civil Service Law Section 73).

Section 18.10b: Eligibility to Earn Accruals. Employees absent while charging donated leave credits pursuant to this Section shall not earn vacation and sick leave, shall not be granted personal leave and shall not be eligible to observe holidays.

Section 18.10c: Medical Documentation. Before absence for personal illness may be charged against donated leave credits, the Employer may require such proof of illness as may be
satisfactory to it, or may require the employee to be examined, at the expense of the department or agency, by a physician designated by the Employer. In the event of failure to submit proof of illness upon request, or in the event that, upon such proof as is submitted or upon the report of medical examination, the appointing authority finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties, such absence may be considered as unauthorized leave and shall not be charged against donated leave credits.

Section 18.10d: Donation of Credits. Vacation and personal leave credits may be donated by employees who are subject to this Section and are employed in the same agency or facility as the intended recipient employee, provided, however, the Union may, in individual cases, authorize donations to an employee in another agency. Donations can only be made in full day units (seven or eight hours). Donations shall be given a dollar value based on the hourly rate of the donor. The identity of the donors will be kept in confidence.

Section 18.10e: Limits on Donation of Credits. Such donations shall not cause the donor employee to have fewer than seven (7) days of vacation standing to his/her credit upon making such donation. Employees may not donate vacation credits which would otherwise be forfeited.

Section 18.10f: Employer's Role. The Employer shall maintain the Donor's Fund, but shall not solicit donations. The program is not subject to the Grievance Procedure. The CSEA President shall be notified of all requests for catastrophic leave.

Section 18.10g: Sunset Clause. This program of leave donations will continue for the duration of the contract.

Section 18.11: Sick Leave Incentive. Employees with one day or less of absences in a year, shall be paid in January of the succeeding years as follows:

<table>
<thead>
<tr>
<th>Sick Leave Usage</th>
<th>Incentive Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 Days</td>
<td>$125.00</td>
</tr>
<tr>
<td>1 Day</td>
<td>$ 75.00</td>
</tr>
</tbody>
</table>

Absences for bereavement purposes shall not be considered absences for the purpose of this section.

Section 18.12: Disability. The County agrees to facilitate a payroll deduction for the provision of available disability coverage by a single vendor selected by CSEA.

ARTICLE 19
Personal Leave Days

Section 19.1: An employee will earn one personal leave day for each quarter of the year. The day earned will be credited to the employee's personal leave account on January 1, April 1, July 1, and October 1.

Section 19.2: Employees may accumulate up to four (4) personal leave days. Any personal leave accumulated in excess of four (4) days will be credited to the employee's accumulated sick leave.
**Section 19.3:** One-half (1/2) hour notice and approval of the Department Head, except in cases of emergency, will be necessary in order to use this personal leave. This leave must be taken in no less than one-half (1/2) hour units.

**Section 19.4:** Probationary employees shall accrue two (2) personal leave days during their six month probationary period. They shall not be eligible to use these days until they complete their probationary period. Thereafter, they will be awarded personal leave days subject to Section 1 of this Article.

**ARTICLE 20**

*Bereavement Leave*

**Section 20.1:** In the event of death in the immediate family, each employee shall be granted three scheduled working days off with pay, per death.

The immediate family, referred to herein, shall consist of mother, father, current mother-in-law, current father-in-law, current spouse, children, daughter-in-law, son-in-law, sister, brother, grandparents, grandchildren, grandparents-in-law, current brother-in-law, current sister-in-law, and any step-relationship of the employee among those listed above. Also, any relative residing with the employee at the time of death.

Employees will be allowed one (1) day with pay for any other relative, which will be deducted from the employee's accumulated sick leave, without being counted as sick leave for the purpose of the sick leave incentive payment.

**ARTICLE 21**

*Family and Medical Leaves*

**Section 21.1: Extended Unpaid Leave for One's Own Illness.** Where an employee has been on sick leave for his/her own illness and has exhausted all accrued sick leave and vacation credits, the employee may request extended unpaid leave pursuant to the following criteria:

1. exhaust all leave credits;
2. request a leave and furnish a physician's certificate stating the employee is under medical care and is unable to work;
3. request the Department Head to submit a letter urging either the approval or disapproval of the application to the County Operations Committee;
4. approval shall not be unreasonably withheld.

Criteria (2) and (3) above must be fulfilled before an employee has been absent on unauthorized leave for more than five (5) consecutive working days, except in extraordinary circumstances.

Such unpaid sick leave will be for the employee only.
An employee is eligible for an unpaid sick leave of absence for up to six (6) months. An extension of another six (6) months is possible if approved by the County Operations Committee. The Employer shall continue to pay its share of Health Insurance Coverage while the employee is on an unpaid sick leave of absence. The employee will not accumulate sick or vacation leave or other paid leave during this period.

Section 21.2: Maternity Leave for Employees. An employee may use sick leave benefits to cover time lost from duties because of pregnancy as provided in Article 18 of this Agreement. If the employee suffers a pregnancy related disability and has exhausted all accrued sick leave and vacation credits, she is eligible to apply for unpaid leave pursuant to Section 1 of this Article.

Section 21.3: Extended Family Leave for Child-Rearing Purposes. An employee may apply for an extension of the twelve (12) week leave granted pursuant to the Federal Family and Medical Leave Act (FMLA) for child-rearing purposes. Such extended leave may be granted if employees request the Department Head to submit a letter urging either approval or disapproval of the application to the County Operations Committee.

Employees on extended child-rearing leave according to this section will not accumulate any paid leave credits. The Employer will not pay any health insurance premiums while the employee is on this leave. Employees shall be eligible to participate in the health insurance programs by making arrangements with the Office of the Risk Manager to pay their own premiums.

Section 21.4: Other Family and Medical Leaves. A unit member with at least one year of service is eligible for a leave of absence not to exceed twelve weeks each calendar year for the birth of a son or daughter, and to care for the newborn child; for placement of a child for adoption or foster care; or where the employee is needed to care for a spouse, son, daughter, or parent, if such spouse, son, daughter, or parent has a serious health condition. Where medically necessary, an employee may take leave intermittently (a few days or hours at a time) to care for an immediate family member with a serious health condition. Prompt notice of the necessity of the leave must be provided to the Employer along with any medical documentation which may be requested. An employee will utilize leave credits otherwise available under this Agreement, while on such leave, provided, however, he/she may retain up to ten (10) vacation days. The Employer provides payment of its share of Health Insurance Coverage, not to exceed twelve weeks, for these other specified Family and Medical Leaves.

ARTICLE 22
Educational Leave

Section 22.1: An employee who desires to engage in a course of study intended to increase his/her usefulness to the Employer’s service or for any other reason considered beneficial to the service, may upon recommendation of the appointing authority and the approval of the Human Resources Director, be granted a leave of absence without pay for a period not to exceed two years. Upon the expiration of the educational leave, the employee shall be reinstated to the position that he/she occupied at the time the leave was granted. An employee may elect to continue his/her Health Insurance coverage provided that the employee pay the entire premium cost while on such leave. The duration of this continuation of coverage shall be credited towards any period of COBRA coverage that the employee would otherwise have been entitled to during such leave.
ARTICLE 23
Prohibition on Leaves

Section 23.1: A leave of absence shall not be granted to an employee to accept outside employment.

ARTICLE 24
Military Leave

Section 24.1: Permanent employees who are called for military training or service shall be granted a leave of absence from their positions during the actual duration of such activities. During periods of such leave, sick and vacation leave shall accrue as though employees were actually employed. Upon the termination of military leave by honorable discharge, an employee shall have the right to return to his position in accordance with Military Law, without demotion or loss of standing, provided such position still exists and he is physically and mentally able to perform the work. Time allowed for military leave shall be reported by each appointing authority to the Human Resources Director.

ARTICLE 25
Jury Duty and Court Appearances

Section 25.1: An employee called to jury service, or subpoenaed as a witness in Court in an action to which he/she is not a part, shall be granted a leave of absence in order to fulfill the obligation and shall be paid the regular rate of pay for time lost because of such service. Where an employee is assigned to the second shift, as defined in Article 11, Section 8, of this agreement, he/she shall be excused from and granted leave the first four hours of work of his/her regular scheduled shift on the day where he/she has been called for jury duty. An employee assigned to the third shift shall be excused and granted leave for the last four hours of his/her regularly scheduled shift on a day summoned for jury service.

Section 25.2: If an employee assigned to the second or third shift is selected to serve as a trial juror, such employee shall be excused from work and granted paid jury leave to prevent loss of pay for each day assigned to such trial.

Employees must give prompt notification to the Employer upon learning of their obligations in order to qualify for this benefit.

ARTICLE 26
Civil Service Examinations

Section 26.1: Employees shall be allowed time off without loss of pay to take County Civil Service examinations. The Employer will pay any examination fee on behalf of a unit member participating in a departmental or interdepartmental promotion examination. No such fee shall be payable for participation in an open-competitive examination.

ARTICLE 27
Insurance
Section 27.1: The Health Insurance Plan. The Employer shall provide a Health Insurance Plan to full-time active employees, which shall be the only plan available. Effective upon ratification by the parties, but no later than October 1, 2008 the employee desiring family coverage will pay $35.00 of the annual Health Insurance premium costs per pay period, the employee desiring two person coverage will pay $32.50 of the annual Health Insurance premium costs per pay period and employees desiring single coverage will pay $27.50 per pay period towards the annual premium costs of the plan. Effective January 1, 2009, the employee desiring family coverage will pay $50.00 of the annual Health Insurance premium costs per pay period, the employee desiring two person coverage will pay $40.00 of the annual Health Insurance premium costs per pay period and employees desiring single coverage will pay $35.00 per pay period towards the annual premium costs of the plan. Effective January 1, 2010, the employee desiring family coverage will pay $55.00 of the annual Health Insurance premium costs per pay period, the employee desiring two person coverage will pay $42.50 of the annual Health Insurance premium costs per pay period and employees desiring single coverage will pay $40.00 per pay period towards the annual premium costs of the plan. Effective January 1, 2011, the employee desiring family coverage will pay $60.00 of the annual Health Insurance premium costs per pay period, the employee desiring two person coverage will pay $50.00 of the annual Health Insurance premium costs per pay period and employees desiring single coverage will pay $45.00 per pay period towards the annual premium costs of the plan. Effective December 31, 2011, the employee desiring family coverage will pay $65.00 of the annual Health Insurance premium costs per pay period, the employee desiring two person coverage will pay $55.00 of the annual Health Insurance premium costs per pay period and employees desiring single coverage will pay $50.00 per pay period towards the annual premium costs of the plan.

New employees must wait until the first of the month following ninety (90) days from the date of hire. An employee or his/her spouse shall not be eligible for double health insurance coverage under the County's plan. If both spouse's are employed by the County, then they shall be eligible for only one (1) coverage policy.

Section 27.2. Health Insurance Buyout. Employees who wish to opt out of the plan must do so no later than the open period. The present plan provides for an open period between the 1st and 25th days of December and requires employees to give notice and waiver to the Human Resources Department before or during such period.

The notice must be submitted on the "Health Insurance Waiver", a copy of which is included as Appendix B of this agreement.

A.) In return for opting out, the employee shall receive payment following each six (6) months as a non-participant from the date the employee would have otherwise been eligible for coverage in the County Health Insurance Plan.

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<tr>
<th></th>
<th>Single</th>
<th>Two Family</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Following 1st payment</td>
<td>July 1</td>
<td>$425</td>
<td>$850</td>
</tr>
<tr>
<td>Following 2nd payment</td>
<td>January 1</td>
<td>$425</td>
<td>$850</td>
</tr>
</tbody>
</table>
To be entitled to the payment referenced above, the employee must produce proof of health insurance coverage from another source at the time of application.

B) At any time should the number of employees choosing to opt out of the County Health Insurance plan be greater than, or equal to, 110 employees, the employee shall receive payment in each of the following six (6) month periods as follows, so long as the number of employees opting out does not go below the 110 threshold. Should the number of employees opting out fall below the 110 threshold the amounts shall be as in A.) above.

<table>
<thead>
<tr>
<th></th>
<th>Single</th>
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<tbody>
<tr>
<td>Following 1st payment</td>
<td>$500</td>
<td>$1,000</td>
<td>$1,250</td>
</tr>
<tr>
<td>Following 2nd payment</td>
<td>$500</td>
<td>$1,000</td>
<td>$1,250</td>
</tr>
</tbody>
</table>

C) At any time should the number of employees choosing to opt out of the County Health Insurance plan be greater than, or equal to, 125 employees, the employee shall receive payment in each of the following six (6) month periods as follows, so long as the number of employees opting out does not go below the 125 threshold. Should the number of employees opting out fall below the 125 threshold the amounts shall be as described in A.) Or B.) above.

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Following 1st payment</td>
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</tr>
<tr>
<td>Following 2nd payment</td>
<td>$750</td>
<td>$1,250</td>
<td>$1,500</td>
</tr>
</tbody>
</table>

Section 27.3 Health Insurance Upon Retirement. Effective July 1, 1977, the Employer shall continue to pay individual and family coverage for the employee with ten years of seniority upon his/her retirement under the New York State Retirement System until such employee dies. This coverage shall be subject to the Agreement applicable at the time of retirement. Employees hired after March 9, 1977, shall be required to possess 15 years of seniority to qualify for this benefit. Employees hired after November 9, 1995, shall be required to possess 20 years of seniority to qualify for this benefit. The employee's contribution rate during retirement will be the amount shown in the Agreement, as in effect for the year in which retirement occurs. When a retiree has reached sixty-five (65) years of age, and is eligible for Medicare, he/she is obligated to apply for Medicare Parts A & B. The cost of the Medicare Part B premium, shall be borne by the retiree. The Cattaraugus County Health Care Plan will become secondary to Medicare coverage.

In the event of the death of a spouse or divorce, the retiree shall be required to go from family coverage or two person coverage, whichever the case may be, to single coverage (unless there are eligible dependents, in which case the retiree shall go to single coverage as soon as the retiree no longer has eligible dependents). Thereafter, the retiree shall pay the single coverage or two-person coverage contribution rate, whichever is applicable, as in effect on the date of retirement. No retiree shall be permitted to add a spouse or eligible dependents to retiree coverage after the date of retirement.

Section 27.4: Dental Insurance. The employer will pay the premium costs for single coverage under the First Ameritus dental insurance plan. Such coverage is for the employee only. The employee desiring family coverage shall pay the cost differential between single and family coverage. All coverage is subject to the rules and regulations of First Ameritus. Implementation is expected to be effective 1/1/2009, however depends upon the ability of First Ameritus to accommodate implementation.

Section 27.5: Health Care Cost Containment and the Health Insurance Committee. The parties acknowledge their firm mutual commitment to long-range goals of health care cost containment. To this end, the parties agree that a Health Insurance Committee shall be continued,
ARTICLE 31
Overtime

Section 31.1: Overtime Distribution. Overtime shall be distributed equally to all employees in each department by location, function, or current practice. If an employee in line for overtime refuses or is unavailable to work that overtime, then such unavailability or refusal will be counted as his or her turn of overtime in the rotation of employees. Employees may elect to sign a form stipulating that they waive their rights to voluntary overtime. This stipulation may be withdrawn by the employee by giving the Department Head five (5) working days' notice in writing.

Section 31.2: Curtailment. The Employer shall not curtail the regular shift or regular work week of an employee to prevent paying overtime unless the individual employee and the Employer mutually agree.

Section 31.3: Rate. All hours worked over eight (8) in a day or forty (40) hours per week shall be paid at a rate of time and one-half (1 1/2) for all employees. An employee who has an unpaid absence during a week shall not be eligible for overtime compensation during that week until such employee has completed 40 hours of work.

The overtime rate shall be computed on the average hourly rate for the day worked on which overtime is earned.

All contractual paid leave benefits shall count as time worked in the computation of overtime.

An employee who has an unpaid absence during a week shall not be eligible for overtime compensation during that week until such employee has completed 40 hours of work.

Section 31.4: Compensatory Time. a) The County shall allow each employee to accrue up to 80 hours of compensatory time. Compensatory time shall be taken off upon mutual agreement of the employee and the Department Head. All unused compensatory time standing to the credit of the employee on December 31st of any year shall be paid to the employee on the second pay day of January. b) Upon death, retirement, or other type of separation from service, an employee or his/her estate shall be paid for all unused compensatory time at the appropriate rate of pay.

ARTICLE 32
On Call

Section 32.1: Definition. Employees working on call will do so according to a schedule established at least one week in advance by their Department Head. This schedule will only be broken in emergencies or by mutual consent. Employees working on call assume the responsibility for being near a telephone at all times and ready to answer a summons to work.

Section 32.2: Compensation. On-call employees will be compensated for each day on call in the following manner:
1.) One and one-half (1 1/2) hours at their regular straight time rate for service commencing on Monday, Tuesday, Wednesday, Thursday, and Friday.

2.) Three (3) hours at their regular straight time rate for service commencing on Saturday, Sunday, and a holiday as defined in this Agreement.

Time earned in this manner shall not count as time worked for the computation of overtime.

Section 32.3: Recall. On-call employees will only be compensated under the recall provision when a call requires them to go on active duty. On-call employees will not receive recall pay for answering the telephone and reassigning the case.

ARTICLE 33
Discipline and Discharge

Section 33.1. Exclusive Procedure. An employee covered by this agreement who has successfully completed his/her probationary period in the position, and is eligible for coverage under Sections 75 and 76 of the Civil Service Law, shall utilize this procedure for disciplinary and discharge matters in lieu and in place of the procedures specified in Sections 75, 76, and 77 of the Civil Service Law. An employee not eligible for coverage pursuant to Civil Service Law Section 75 shall, nonetheless, be granted the coverage of this Article upon the completion of eighteen (18) months of permanent continuous service.

Section 33.2. Notice. Disciplinary action shall include, but is not limited to written reprimands, suspension, demotion, discharge, fines, or any combination thereof or other such penalties as may be imposed by the Employer. A notice of such discipline shall be made in writing and served upon the employee with a copy to the CSEA Labor Relations Specialist and the County Human Resources Director. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice. Service of the notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested. The time limits for presenting a grievance as defined in this article will commence at the time of receipt of the notice of discipline by the employee.

Section 33.3. Grievance and Arbitration. If the employee disagrees with the disciplinary action imposed, the employee and/or CSEA may submit a grievance at the Step 2 level of the Grievance Procedure as specified in Article 34 of this Agreement. Failure to submit a grievance within ten (10) days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and the CSEA and the matter will be settled in its entirety. Subject to a mutual written agreement between the CSEA and the County Human Resources Director, the time limit herein-above specified may be extended.

Section 33.4. Right to Representation. An employee shall have the right to be represented in disciplinary matters, including at the questioning of an employee where it appears that such employee is a likely or potential subject of disciplinary action. If the employee is unable to obtain representation within a reasonable period of time, the Employer has the right to then question the employee without Union representation. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the Department Head and the employee may waive his/her rights to the
procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

Section 33.5. Limitation. No disciplinary action shall be commenced by the County more than eighteen (18) months after the occurrence of the alleged act(s) for which discipline is being considered, provided however, that such time limitation shall not apply where the act(s) would, if proved in a court of appropriate jurisdiction, constitute a crime.

ARTICLE 34
Grievance Procedures

DECLARATION OF BASIC PRINCIPLES

Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the Grievance Procedure.

Section 34.1: Definitions. As herein used, the following terms shall have the following meaning:

a) "Employee" shall mean any member of the Bargaining Unit.

b) "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the terms and conditions of this Agreement, existing laws, rules, procedures, regulations, administrative orders or work rules of the Employer.

c) "Department" shall mean any office, department, board, commission, or other agency of the government of the County

d) "Immediate Supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work and approves his/her time records and evaluates his/her work performance.

e) "Department Head" shall mean that person so designated pursuant to charter, local law, administrative code, rules, or resolution of the County Legislature as the head of a department, or the person designated by such department head to answer the grievance.

f) "Decision" shall mean the ruling, determination, or report of disposition made by an immediate supervisor, department head, or arbitrator after a grievance is heard or submitted as in this Article provided.

g) "Days" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Article. Pass days in the Division of Nursing Homes shall not be excluded.

Section 34.2: Grievance Steps.
**Step 1: Department Head.** If an employee has a grievance, it shall be presented to the Department Head, in writing, within thirty (30) calendar days after the occurrence of the event or matter which resulted in the grievance. The Department Head shall then answer the grievance in writing within fifteen (15) working days.

**Step 2: Human Resources Director.** If the Grievant is still dissatisfied after the Step 1 answer is issued, then the Union or the Grievant may appeal the Department Head's Decision by filing the grievance with the County Human Resources Director, within ten (10) days of the day on which the Union received the Department Head's 1st Step Answer. The Human Resources Director or a Hearing Officer designated by him/her, shall schedule a hearing, or hold a conference to determine the facts and arguments, within ten (10) days of the receipt of a request for a Step 2 review. The Hearing Officer shall then render a written Decision within fifteen (15) working days. If the Union and the Employer mutually agree, a second step hearing may be waived in a disciplinary grievance, and the Union may then proceed directly to Arbitration, pursuant to Step 3 of this Section.

**Step 3: Arbitration.** Following the issuance of the Step 2 Decision, the Union may choose to further pursue the issue to arbitration. If the Union decides to file for arbitration, it must do so not less than twenty (20) days after the second step Decision is issued. If the parties are unable to mutually agree on the selection of an arbitrator within three (3) days of the demand for arbitration, the parties shall select an arbitrator pursuant to the standards and procedures of the Public Employee Relations Board (PERB).

**Section 34.3a: Additional Provisions.** All cost and expenses incurred by the arbitrator will be borne equally by the two parties. The fees and expenses of the arbitrator and the costs of the hearing rooms shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other party.

**Section 34.3b:** No arbitrator shall decide more than one (1) grievance at the same hearing or series of hearings, except by mutual agreement of the parties.

**Section 34.3c:** The arbitrator shall have no power to amend, modify, or delete any provisions of this Agreement.

**Section 34.3d:** Employees required to testify, grievant(s), and grievance representatives will be allowed to attend said hearings with no loss in pay.

**Section 34.3e:** The decision of the arbitrator shall be final.

**Waivers or Extension of Time**

The time limitation for the presentation and resolution of grievances as hereinabove fixed may be waived or extended by mutual agreement of the parties involved. If the parties have not agreed to an extension of the time limits for the resolution of a particular grievance, and the Employer exceeds the time limits set out in this Article, then the Union's Labor Relations Specialist, or Attorney, may move the grievance to the next step of the procedure by giving the Human Resources Director, Unit President, and Grievant written notice of such.
ARTICLE 35
Compensation

Section 35.1: Salary Plan. Employees covered by this agreement shall be paid pursuant to the Salary Plan attached as an "Appendix" hereto. Any full-time permanently appointed employee hired on or after January 1, 2004, shall be placed on the salary schedule in effect on January 2, 2004. Employees appointed on or after January 1, 2004, shall only be eligible to go to Step "D" of the salary schedule.

Section 35.2: Wages. All employees covered under this Agreement will have their wages and salaries increased as follows:

2008 Effective January 1, 2008, a 3.0% increase in the rates in effect on December 31, 2007, plus increment if due

2009 Effective January 1, 2009, a 3.0% increase in the rates in effect on December 31, 2008, plus increment if due

2010 Effective January 1, 2010, a 3.0% increase in the rates in effect on December 31, 2009, plus increment if due

2011 Effective January 1, 2011, a 3.0% increase in the rates in effect on December 31, 2010, plus increment if due

2012 Effective January 1, 2012, a 3.0% increase in the rates in effect on December 31, 2011, plus increment if due

Section 35.3: Recall. Any employee recalled to work shall be guaranteed four (4) hours minimum pay with time and one-half (1 1/2) after eight (8) hours per day or forty (40) hours per week.

Section 35.4: Shift Differential. "Effective January 1, 2002, a shift differential of $.30 per hour shall be granted for the second shift and a shift differential of $.35 per hour or a salary equivalency shall be granted for the third shift. Effective the first pay period after the signing of the CBA, both the second and third shifts will be increased by $.05 per hour. Effective January 1, 2004, both the second and third shifts will be increased by $.05 per hour. For the purposes of this Section, the second shift is described as when the majority of the regular working hours are after 3:00 p.m. and before 11:00 p.m., and the third shift is described as when the majority of the regular working hours are after 11:00 p.m. and before 8:00 a.m."

Section 35.5: Mileage Reimbursement. The mileage rate utilized for reimbursement of necessary business travel will be the rate established by the Federal Internal Revenue Service. An individual employee who reaches 15,000 miles, or such number of miles as may hereafter be established by the IRS, so, that a portion of the rate would then be regarded as additional income, may provide that his/her reimbursement rate be reduced by contacting the Office of the County Treasurer.

Section 35.5 (a) Mileage Reimbursement:
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 "Post of Duty" which shall mean the place of business in Cattaraugus County where the employee regularly performs his or her single most County work. Such reimbursement shall be at the IRS rate in effect on the date of travel. 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 vendor receipts, ticket stubs, or other evidence of amounts.

f. Every effort shall be made so that more than one employee can ride in the same car when traveling to the same place.

g. When an employee is required to drive his or her personal vehicle on a regularly assigned workday, to a temporary or alternate work location with the County, the employee shall be reimbursed mileage in excess of his or her normal home to work commute.

h. When an employee is required to report to a work location, (other than his or her regularly assigned post of duty), on a day other than their regularly assigned workday, all business related mileage shall be reimbursed.

i. On a regular scheduled workday when an employee travels from home to his or her first job site, mileage 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 if such distance is greater. When an employee travels from the last job site home, mileage ends when the employee leaves the last job site, or would have left the normally-assigned work location if such distance is greater.

Section 35.5(b) Compensable Travel Time:

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, conventions or meetings away from his or her normally-assigned work location, such employee will take all reasonable efforts to carpool with other employees traveling to the same training, conference, convention or meeting. Regardless of who is driving the vehicle 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, then such hours beyond the regular work day shall be considered additional work time and paid as such, or compensatory 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. On a regular scheduled work day 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 35.6: Longevity Increments. Effective January 1, 2004, and annually thereafter, employees shall be paid longevity increments pursuant to the following schedule:

Effective January 1, 2006:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Longevity Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>$250.00</td>
</tr>
<tr>
<td>15</td>
<td>$500.00</td>
</tr>
<tr>
<td>20</td>
<td>$750.00</td>
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<tr>
<td>25</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>30</td>
<td>$1,250.00</td>
</tr>
</tbody>
</table>

An employee becomes eligible for payment on January 1st of the year in which an employee will attain the required year of service.

The longevity payment shall be added to the salary or hourly rate of an employee and shall become a part thereof. Employees with years of service between the years stated above, shall be placed on the longevity step immediately below their accrual years of service, i.e. 11 years [10 year increment], 23 years [20 year increment]."
Payment of longevity increments will begin on January 1st of the year employee is eligible to receive longevity.

**Section 35.7: Work in Higher Classification.** If an employee is assigned by management and performs work in a classification which is in a grade higher than his or her own for a consecutive period of three (3) working days or more, he or she shall be paid at the rate for the higher grade for all time worked in such classification.

**Section 35.8: Rate of Pay.** The rate of pay prescribed shall be deemed to include pay in every form but shall not include pay for the use of equipment supplied by the employee, or reimbursement for actual and necessary expenses authorized and incurred incidental to the employment.

**Section 35.9a: Special Provisions for Community Health Nurses.** Prescheduled Visits: All scheduled nursing visits for Community Health Nurses and Registered Nurses in Public Health on other than regular work days shall be compensated at the rate of the four (4) hour minimum.

**Section 35.9b: Special Holiday Rate for Community Health Nurses.** A Community Health Nurse or Registered Nurse who is required to work on a holiday as provided in Article 16 of the Agreement, shall be compensated at the rate of time and one-half (1 1/2) for all hours worked. Overtime shall be paid or credited as compensatory time as provided in Article 31.

**Section 35.10: Deferred Compensation.** The County Legislature in conjunction with CSEA Local 805 has established a tax shelter annuity plan with pursuant to the Internal Revenue Code Section 467 (g). The plan offers both a Group Fixed Retirement Contract and a Group Flexible Fund Retirement Contract as an investment option to County employees. Contributions to the plan are made by payroll deduction within the amounts dictated by the contract.

**Section 35.11: Tuition Reimbursement.** Subject to the recommendation of the Department Head and with prior approval of the County Human Resources Director, employees may receive tuition reimbursement for course work or work-related training taken outside of normal working hours. Courses must be taken at an educational institution which is approved or accredited by the New York State Department of Education.

If approval is granted for such course(s), the employee will be eligible for a maximum reimbursement which shall not exceed 50% of the actual tuition cost to the employee, to a maximum of $600 paid out in any calendar year. Actual reimbursement shall be contingent upon the following:

**Section 35.11a:** The employee must submit documentation of the tuition cost paid by him/her for the course and proof that the course was successfully completed.

**Section 35.11b:** The employee must still be employed by the Employer at the time the course is completed.

In rendering determinations pursuant to this section, the Human Resources Director shall take into consideration such factors as the relevancy of course work to an employees' present or anticipated duties, benefits to accomplishing or improving the Employer's delivery of services, availability of appropriations, etc. The approval or disapproval of the County Human Resources
Director shall be final and binding and no appeal to the grievance procedure is permitted. However, upon written request, an employee would be provided a written reason for disapproval.

Section 35.12: Meal Reimbursement. Noon day meals will be reimbursed by the County of Cattaraugus at the rates heretofore established as follows:

Section 35.12a: Business Meetings. At business meetings where a meal is served.

Section 35.12b: Out of County. All "out-of-County business" which requires or necessitates the eating of a meal, either because of a business meeting or because business was continued through the meal time and a meal is eaten thereafter. Such meals shall be reimbursed at the actual, reasonable cost, as documented by a receipt.

Section 35.12c: In County. In County, where an employee is necessitated to leave his or her office prior to 11:00 AM and does not return to his or her office location because of business prior to 2:00 PM, will be reimbursed up to the maximum allowed for a meal eaten during this time period. No reimbursement will be allowed for any employee who falls within the time frame above described if that employee eats a meal during that time at his usual or customary office area or is not inconvenienced by the work assignment.

The current in-County meal allowances are:

- Breakfast $ 5.00
- Lunch $ 5.00
- Dinner $15.00

Section 35.13: Training. Employees shall be compensated for travel time in accordance with the Fair Labor Standards Act provisions, plus reimbursement for necessary expenses, including mileage, tolls, parking, meals and overnight accommodations.

Section 35.14: Employee Assistance Program. Effective July 1, 1999, the County will provide, at no cost to the employee, an Employee Assistance Program. Employee Services, Inc. will be the administrator of such Plan. The Plan will be the Basic Plan A. The Plan provides covered employees, immediate family members, and any other person residing in the same household, three (3) counseling sessions with an Employee Services network counselor for each unrelated family problem per agreement year. To access program services, covered clients must contact an Employee Services case manager by calling the published toll-free telephone number. Covered clients that require a referral to the Employee Services counselor network are provided two (2) initial counseling sessions to perform a clinical diagnostic evaluation, development of a treatment plan and referral to another provider if a specific clinical discipline is required. A third counseling session will be granted without restriction at the request of the Employee Services network counselor or covered client.

ARTICLE 36
Vehicles

Section 36.1: The Employer shall have the right to cease supplying an Employer owned vehicle to an employee who drove less than five thousand (5,000) miles in the preceding year on the Employer's business or who should reasonably be expected to drive less than five thousand (5,000) miles in the subsequent year on the Employer's business. The decision to withdraw will not be arbitrary or capricious and shall be subject to the grievance procedure.
Section 36.2: Employees not permanently assigned an Employer's vehicle shall be allowed to use their own vehicles for all long distance trips of less than 350 miles round trip. On trips of over 350 miles, they may be assigned an Employer-owned vehicle at the discretion of the Employer.

Section 36.3: During the month of January, the Employer shall decide whether to cease providing an employee with a County vehicle or to begin supplying an employee with a County vehicle. After that decision, the employee is required to provide a privately owned vehicle if a County vehicle has been withdrawn, or the Employer shall supply a County vehicle. Such a change in responsibility for providing business transportation shall be implemented by the responsible party no later than March 1st and remain in force until January of the succeeding year. Between March 1st and January, any change from use of a privately owned vehicle to a County vehicle shall be for such periods as are mutually agreed to between the Employer and the individual employee.

Section 36.4: When requested to by his/her Department Head, an employee taking a vacation of more than five (5) days shall leave the Employer-owned vehicle assigned to him/her at his/her headquarters.

Section 36.5: Effective January 1, 1977, the Employer shall not furnish a vehicle as a term and condition of employment to new employees unless specifically provided for by written agreement at the time of hire.

ARTICLE 37
Parking

The Employer shall continue to provide the same areas for parking that it now provides. When additional areas are needed, negotiations will be held on the matter.

ARTICLE 38
Cellular Phones

Section 38.1: Cellular Phones. The County will continue to make cellular phones available as necessary to perform duties as determined by the appropriate Department Head and approved by the County Administrator, without impairment of any of the rights regarding the management of its equipment as specified in Article 4 of this Agreement.

ARTICLE 39
Pay for Service While Engaged in: Firefighting, Emergency Ambulance Calls, and Fire Investigation Activities

Section 39.1. An employee who is a member of a volunteer fire department shall be excused from work and shall not lose pay or leave benefits under the following conditions:

Section 39.1a. Where he/she is in or near his/her district and hears an alarm in order to report for a first response fire, emergency ambulance call or any disaster call out.
Section 39.1b. For a second response fire call where a call is made to the fire control center of the Sheriff's and from there to the department in which the employee works. Chiefs of volunteer fire departments within the County will be notified each year of these provisions. Each Fire Chief will be responsible for providing to the County a list of the members of his/her fire department who are county employees, specifying the department in which each works. The County is not required to furnish any fireman transportation to the scene of the fire or emergency.

Section 39.2. If an employee has responded to a fire or emergency ambulance call while off duty and is so engaged at the time he/she is ordinarily required to report for work, he/she may remain on duty as long as reasonable without loss of pay or leave benefits until discharged by his/her Fire Chief.

Section 39.3. An employee who is a member of the Fire Investigation Unit of the Cattaraugus County Sheriff's Department, shall be permitted to engage in Fire Investigation duties without loss of pay or leave benefits under the following conditions:

Section 39.3a. Where the Sheriff or Unit Team Leader determines that such members' presence is necessary and receives permission from the employee's Department Head, or designee, to utilize the employee.

Section 39.3b. It shall be the member's responsibility, consistent with the circumstances of a given case, to make such reasonable arrangements as are practicable to provide a transition in the job duties with which they are then engaged prior to reporting for duty with the Fire Investigation Unit.

Section 39.4. In order to receive pay pursuant to this Article, an employee must furnish a statement from his/her Fire Chief or the Sheriff, as the case may be, indicating time necessarily devoted to firefighting, emergency ambulance calls or fire investigation duties.

ARTICLE 40
Personal Property Policy

Section 40.1: Personal Property Policy. The Employer shall be responsible for the replacement or payment of personal property, which is damaged, destroyed or stolen as a result of carrying out his or her responsibilities while on the job, up to one hundred dollars ($100) per incident and two hundred fifty dollars ($250) maximum annually per employee. A police report would be required to be eligible for reimbursement for stolen property. Personal cell phones not required for use by the employer are specifically excluded from this section.

ARTICLE 41
In-service Education / Training

Section 41.1: Both parties acknowledge the importance of in-service education/training. Management shall encourage suggestions from bargaining unit members for topics for in-service programs and when suggestions are received, take the necessary steps to implement as many of the reasonable requests as management deems practical during any fiscal year.
ARTICLE 42
No Strike / No Lockout Clause

Section 42.1: The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, slow down, or demonstration, interfering with the departmental operations, or to impose an obligation upon its members to conduct, or to participate in, such a strike.

The Employer, its representatives and/or agents agree that they shall not lockout any employee covered under this contract.

ARTICLE 43
Savings Clause

Section 43.1: The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

Section 43.2: This Agreement constitutes the entire Agreement between the parties and no verbal statement or other Agreement in whatever form except as an amendment to this Agreement in writing annexed hereto and specifically designated as an amendment to this Agreement, shall supersede or vary any of the provisions contained herein.

Section 43.3: If any Article or Section of this Agreement is found to be inoperative by a court of competent jurisdiction or a federal or state law, the remaining Articles and Sections shall remain in full force. The parties further agree to meet within 30 days to renegotiate the negated clause.

ARTICLE 44
Term of Agreement

Section 44.1: This Agreement covers the period January 1, 2008, to December 31, 2012.

ARTICLE 45
Indemnification Provision

Section 45.1: The County shall indemnify its employees as provided in Local Law 20-1983, as may be from time to time amended.

ARTICLE 46
Titles

Section 46.1: It is mutually agreed by the parties that any changes in the name of a title covered by this bargaining Agreement, will be automatically made an editorial change to the Collective Bargaining Agreement.

ARTICLE 47
Memoranda
Section 47.1: All existing memoranda of agreement have been incorporated into this Agreement to the extent appropriate, and no memoranda of agreement executed on or before the execution date of this Agreement shall be of any force or effect unless so incorporated, except as mutually agreed by the parties. The Parties agree that any memoranda of agreement entered into subsequent to the execution date of this Agreement shall be compiled in a single document by the Parties, and that a dispute relating to any such memoranda shall be subject to the provisions of the grievance procedure herein.
ADDENDUM A  
*Department of Public Works*

**PURPOSE:** The purpose of this addendum is to include items in the Agreement which pertain uniquely and specifically to the Department of Public Works. Any items contained in this addendum, which conflict with, abridge, enlarge, or otherwise alter items contained in the main body of the Agreement, shall supersede those items as they pertain to employees in the Department of Public Works.

**Section Addendum A.1: Pre-posted Schedule. (Refuse Division)** Employees of the Refuse Division will be provided with a one-week pre-posted work schedule. The schedule will be posted fourteen (14) days prior to the onset of the work week (Sunday).

Employees wishing to break the schedule on Saturdays shall notify their Department Heads twenty-four (24) hours in advance and employees wishing to break the schedule on Mondays shall notify their Department Heads not later than 1:00 p.m. on the preceding Saturday. This procedure shall govern the use of vacation time only with other leave continuing according to present practice.

**Section Addendum A.2. Equipment Differentials.** Employees shall be paid an hourly premium when assigned to operate equipment in accordance with the following:

A) **Heavy Equipment (any position classification) $1.50/hour.**
   - Crane
   - Hydraulic Excavator
   - Self Propelled Snow Blower
   - Paver

B) **Laborers - $.30/hour when operating:**
   - Motorized Chip Spreader
   - Power Broom
   - Mowing Machine
   - Rollers
   - Shoulder Machine
   - Pavement Breaker
   - Stump Remover
   - Power Tamper
   - Chain Saw Work

C) **Laborers - $1.00 /hour when operating:**
   - Articulating Loader and Backhoe
   - Grader
   - Bulldozer

D) **Occasional Work in Higher Classification of Commercial Driver:**
   On occasions when an employee in a lower graded classification is qualified, assigned, and operates a truck or tractor requiring licensure as a Commercial Driver - Class A or B, such employee shall be paid an additional $1.00/hour.
**Section Addendum A.3: Continuous Duty.** An employee shall not be required to work more than twelve (12) hours continuously per day unless he/she so wishes, except in cases of extreme emergency.

**Section Addendum A.4a: Clothing Allowance. Coveralls.** The Employer agrees to provide coverall service, limited to one set of work clothes per week for laundering, for all mechanic maintenance personnel and welders.

**Section Addendum A.4b: Clothing Allowance. Work Gloves.** The Employer shall provide the employee(s) so needing them, gloves. To receive a new pair, the employee must turn in the old pair.

**Section Addendum A.4c: Shoe Allowance.** The Employer shall provide an annual allowance in the sum of seventy-five dollars ($75.00) to eligible employees to wear protective footwear. Protective footwear shall consist of leather style, steel-toed boots or work-type shoes. Payment of the seventy-five dollars ($75.00) shall be in voucher form. The Employer reserves the right to select the vendor(s) from which the employee shall purchase footwear. The Employer shall notify employees in the month of January each year as to the providing vendor for the year. Employees purchasing footwear shall be personally liable for all costs in excess of seventy-five dollars ($75.00). Employees who voluntarily accept this shoe allowance shall be required to wear the shoes.

**Section Addendum A.5: Tool Allowance.** An annual tool allowance of ninety dollars ($90.00) shall be granted to each employee classified as Welder assigned to the bridge crew.

**Section Addendum A.6: Friday Vacation.** During the week in which a holiday occurs, employees wishing to take a vacation day on Friday must secure the permission of the Department Head before the start of the shift during which he/she wishes to be absent.

**Section Addendum A.7: Tool Allowance Reimbursement.** Employees classified as Senior Automotive Mechanic, Automotive Mechanic, Automotive Mechanic (Diesel), Diesel Mechanic /Driver, and Welder (assigned to the automotive shop) shall receive:

**Section Addendum A.7a:** Twenty-five dollars (25.00) per month allowance for the maintenance of tools utilized in the performance of their duties.

**Section Addendum A.7b:** Forty dollars ($40.00) per month allowance for the purpose of purchasing tools needed to perform various tasks inherent in their job classification. This allowance is separate from the amount specified in Addendum A, Section 7(a). Any purchases pursuant to Addendum A, Section 7(b), must be substantiated by a valid receipt of such purchase.

**Section Addendum A.8: Winter Shifts Differential.** When Public Works runs two (2) shifts for winter snow and ice control, both shifts will receive a shift differential.

Effective January 1, 2004

The rate will be increased to forty-five cents ($0.45) per hour.

The winter shift differential is applied as a self-standing differential, not in addition to the normal night shift differential. (Article 35.4)
ADDENDUM B  
Department of Nursing Homes

PURPOSE: The purpose of this addendum is to include items in the Agreement which pertain uniquely and specifically to the Department of Nursing Homes. Any items contained in this addendum which conflict with, abridge, enlarge, or otherwise alter items contained in the main body of the Agreement, shall supersede those items as they pertain to employees in the Department of Nursing Homes.

Section Addendum B.1: Health reassessments, production of licenses, registration or certification and mandatory in-service training. An annual health reassessment, conducted by a Registered Nurse, as required by the New York State Code of Rules and Regulations, production of proof of current licensure, registration or certification and completion of mandatory in-service training are required qualifications for continued employment. Employees required to have annual health reassessments shall receive these at the Employer's expense. Employees will be scheduled for health reassessments, while on duty, at the facility they are assigned.

Section Addendum B.2a: Mandatory Overtime Assignments. Where a staff member is unable to work their scheduled shift, he/she must notify the supervisor of such at the earliest possible opportunity, but in no case, less than one (1) hour before the beginning of the shift. Upon learning that a staff shortage will occur, the supervisor will contact call-in personnel to avoid the necessity of a mandatory overtime assignment(s).

a) The next two (2) employees in line for a mandatory overtime assignment will be promptly notified of the possibility of such assignment.

b) If call-in personnel cannot be obtained, and volunteers are unavailable, mandatory overtime assignment(s) will be made for the full succeeding shift or until relieved.

c) An employee's name on the list for mandatory overtime, will be rotated to the bottom of the assignment list if:
   1) Such employee worked a voluntary overtime assignment.
   2) An employee is contacted while off duty and agrees to report to work in order to relieve a staff shortage.
   3) An employee works the mandatory overtime assignment.
   4) Such employee refuses a mandatory overtime assignment.
   5) Such employee declines an overtime assignment pursuant to paragraph B.2d (5).

Section Addendum B.2c: Relief From Mandatory Overtime Assignments. An employee assigned to mandatory overtime shall be relieved from duty in the following order: The first assigned or to volunteer shall be the first released, second assigned or volunteering second, etc.; except an employee assigned in place of an apparent "no-call, no-show" or tardy employee shall be released upon the arrival of such tardy employee.

Section Addendum B.2d: Exemptions From Mandatory Overtime.
1. An employee who will take a civil service examination, educational or licensure examination, or whose attendance is required by subpoena or in a court of law, shall be exempt from a conflicting overtime assignment on such a day; providing the employee has notified his/her supervisor of the commitment at the earliest opportunity. The Employer may require documentation of the foregoing personal commitments if abuse is suspected. An employee who is to attend the wedding of a member of his/her immediate family and who provides their supervisor written notice at least one month in advance shall be exempt from mandatory overtime on the day of such wedding.

2. An employee already working overtime on his/her regular day off shall be exempt from a mandatory overtime assignment.

3. No employee will be required to work more than eight (8) hours of overtime in a twenty-four (24) hour period, nor more than twenty-eight (28) hours of overtime during a bi-weekly pay period.

4. a) Where an employee has verifiable documentation of a sudden personal illness or injury which rendered him/her unable to work, or of a sudden illness or injury to the employee's spouse, children, foster children, or stepchildren residing in the employee's home, which necessitated the employee's attendance upon such spouse or child, a refusal of a mandatory overtime assignment would be removed from the employee's record.

   b) Where an employee presents medical documentation of the necessity of a post shift medical appointment, which would constitute a clearly reasonable basis to be excused from a mandatory overtime assignment, such employee may be excused from a mandatory overtime assignment on such basis.

5. One employee per title, on a shift, may decline one overtime assignment, which would normally be mandatory in nature, for each 16 overtime assignments actually worked. For each declination of overtime, the 16 overtime credits will be deleted. If more than one employee on a shift wishes to exercise a declination, then only the employee who has worked the most number of mandatory and/or voluntary overtime hours according to the Employer's bi-weekly, year-to-date, overtime report shall be eligible to decline.

Section Addendum B.3a: Vacations. In the Department of Nursing Homes, postings to reserve vacation time go up on November 15th to December 1st and are finalized on December 15th for the following period of January 1st to December 15th. Employees who receive promotions to new job titles or who elect to change shifts after the vacation schedule is finalized, may be required to forfeit their right to vacation at the time specified on the finalized vacation schedule. The Department of Nursing Homes will attempt to honor the previously scheduled vacation time, unless there is a conflict which cannot be resolved. Employees will be informed before they accept a promotion or are assigned to a different shift, whether they will have to forfeit their scheduled vacation time.

Section Addendum B.3b: Pay in Lieu of Vacation. Upon written request by an employee, subject to approval by the Department Head, employees may receive pay in lieu of vacation time. Requests must be limited to no more than one-half of vacation accumulations that may be earned in a calendar year. Requests may be submitted only during the months of January through August of each year and must be submitted at least 15 days prior to the payroll date on which payment is sought. Only one request per employee per year will be considered. Provided
however, the foregoing limitation does not apply to Nurse Aides and LPNs, who may receive pay in lieu of vacation for vacation accruals standing to their credit during any pay period.

Section Addendum B.3c: Unscheduled Vacations. Employees of the Department of Nursing Homes are not eligible for one-day emergency vacations, except as provided in Section 7 (c).

Section Addendum B.3d: Holiday Season Vacations. Employees in the Department of Nursing Homes, who are serving in classifications which provide continuous or extended service or direct patient treatment, will not be scheduled off for any vacations from December 15 until January 1, in order that as many of the staff as possible can be scheduled off on one of the three holidays: Thanksgiving, Christmas, or New Years. However, employees involved in support of such direct patient treatment may be approved for unscheduled vacation during this period as provided in Article 17, Section 4, second paragraph, if the Employer determines such approval is consistent with operational needs. Time off for these three holidays shall be chosen by seniority by title. The administration of the Department of Nursing Homes will make every effort to schedule as many employees as possible off on these holidays and to insure that every employee is scheduled off at least one of these holidays. Whenever practicable and consistent with the operation need of the Department of Nursing Homes, the County will attempt to grant an employee one of the following summer holidays off: Labor Day, July 4, or Memorial Day.

Section Addendum B.4: Holidays. Employees shall be granted eleven (11) days in lieu of holidays. Two holidays shall be credited on the first day of January. Employees hired between August 1st and October 31st shall be credited with three (3) holidays. New employees hired in the month of November shall be credited with two (2) holidays. New employees hired in the month of December shall be credited with one (1) holiday. Thereafter, one holiday shall be credited on the first day of each month February through October. The Employer may schedule an employee to use a holiday any day when one is generally observed by the County. If an employee works on the day of a generally observed holiday, he or she, in conjunction with the Employer, shall decide what day shall be taken off in lieu of the holiday. If the employee is unable to take the day(s) off, then the employee shall be paid for holidays, as standing to their credit on December 31 of each year. Employees may also be compensated for holidays standing to their credit during other payroll periods, if such requests are approved by the Employer. Days scheduled as holidays count as time worked in the computation of overtime. Employees receiving pay for holidays instead of a day off, are compensated at the straight-time rate. Clerical employees at the County Homes shall earn holidays in accordance with Article 16, and shall not be subject to the provisions of this Addendum.

The Director shall declare County holidays, when the administrative offices shall be closed. A clerical employee who does not have holiday leave standing to their credit on such declared holiday may be approved for use of vacation or personal leave.

In the event two employees choose the same holiday, the employee making the first choice shall receive the holiday, except where two employees choose the same holiday on the same day (date of form), then seniority by title shall prevail.

Employees may only submit requests for paid days off in lieu of a holiday, for holidays actually standing to their credit on the date a request is submitted.
**Section Addendum B.5a: Sick Leave.** Sick leave shall be taken in no less than one-half (1/2) hour blocks, unless an employee becomes ill at work or has an unexpected need to utilize sick leave to attend to an injured or ill member of the immediate family.

**Section Addendum B.5b:** If an employee shows a pattern of sick leave abuse, he/she shall be placed on sick leave abuse status. During such status, the employee will be required to supply the Department Head with medical verification of any absence. Sick leave abuse status shall last six (6) months.

**Section Addendum B.5c: Personal Illness:** Employees in the Department of Nursing Homes will report any signs or symptoms of personal illness to their supervisor immediately. Any employee found to have or suspected of having an infectious condition shall be removed from duty and not returned to duty until the Employer's physician's approval is given, which shall be supplied at County expense.

**Section Addendum B.5d: Sick Leave Bank Requests:** Each facility of the Nursing Home shall have the Sick Leave Bank administered in accordance with Article 18, Section 9, of this Agreement, except the Director of the Department, or his/her designee, and an employee designated by the Union President in each facility shall approve or disapprove sick leave bank requests.

**Section Addendum B.6a: Pay for Personal Leave.** Where personal leave is requested and granted pursuant to Article 19 of this Agreement, it may be approved in either half-hour units or one day units.

**Section Addendum B.6b:** If an employee's request for use of a personal leave day is not approved, the employee may choose to be paid for that personal leave day in the payroll for the period in which the disapproval occurred.

**Section Addendum B.7: Posting of Schedules.** The Department of Nursing Homes will issue all personnel a tentative twenty-eight (28) day work schedule at least fourteen (14) days in advance. Modifications may be made through mutual agreement between the Employer and the employee.

**Section Addendum B.8: Charge Nurse Differential.** Charge Nurses in all the Employer's facilities on all shifts will receive an additional fifteen (15) cents per hour while working in this assignment. They will receive this additional money whether they are a Registered Nurse or a Licensed Practical Nurse.

**Section Addendum B.9: Uniform Allowance.** The County agrees that each employee required to wear a uniform shall receive $75.00 per year, effective July 1, 1999 and $100 per year, effective July 1, 2001, to be paid in the first payroll period after July 1st of each year. Employees shall not be entitled to payment until completion of their probationary period. The Uniform Policies may be changed or modified upon the request of either party, subject to mutual agreement.

**Section Addendum B.10: Layoff and Recall in the Department of Nursing Homes.**

**Section Addendum B.10.A: Non-Competitive and Labor Class Employees.** In the case of job abolishment or reduction in force, the employee with the least seniority in the department
in the classification where the abolishment or reduction in work force occurs, shall be notified for layoff.

Section Addendum B.10.A1: Seniority Based Displacement Rights. A permanent employee who has completed his/her probationary period, and who is notified for layoff in one classification, may exercise his/her seniority to displace another employee with less seniority, when the more senior employee is qualified for appointment pursuant to Article 13, Section 2.B, and when the employee to be displaced is the least senior employee in the same grade or in a lower rated classification, within the department.

An employee who is serving in a probationary term and who has a position formerly held by him/her on a permanent basis being held open for him/her, has no displacement rights from the position in which he/she is serving the probationary term until all other permanent incumbents in the title in which the probationer is serving have exercised their rights pursuant to this section. The probationer shall be entitled to exercise all retention rights in the position he/she encumbers.

Section Addendum B.10.A2a: Reemployment List. An employee who is laid-off shall have his/her name placed on the reemployment list for a period of three years from the date of layoff. Recall shall be made by reappointment or appointment from the reemployment list on the basis of seniority. The appointment from the reemployment list of an employee to a position in a lower grade than the one from which they were laid-off shall not effect his/her eligibility for reappointment to the job classification from which they were laid-off. While one's name is active on the reemployment list, such employee shall be eligible to respond to job postings in other County Departments in accordance with Article 13 of the Collective Bargaining Agreement.

Section Addendum B.10.A2b: Eligibility for Appointment to Lower Rated Positions During Layoff. Where a vacancy occurs during a period of layoff, and the Employer decides to fill the position by making a full-time permanent appointment, a laid-off employee who could have otherwise secured an appointment to such vacancy in a lower rated classification, by virtue of his/her layoff, shall have preference to appointment to the vacancy, if otherwise qualified, in accordance with the criteria specified in Article 13, Section 2. B.

Section Addendum B.10.A3: Reemployment Rights.

Section Addendum B.10.A3a: Seniority Continued. The duration an employee spends on a reemployment list counts as continuous service for purposes of seniority, but only upon one's reemployment in a bargaining unit represented by the recognized employee organization.

Section Addendum B.10.A3b: Refusal or Failure to Accept Reemployment. The failure or refusal of a person on a reemployment list, after reasonable notice, to accept reappointment therefrom to his/her former position, shall be deemed to be a relinquishment of his/her eligibility for reemployment and his/her name shall thereupon be removed from such reemployment list.

Section Addendum B.10.A3c: Effect of Refusal to Accept Reemployment in Different Geographic Location. Notwithstanding the provisions of subdivision (b) of this section, a person on a reemployment list shall not be deemed to relinquish his/her eligibility for reemployment therefrom by reason of his/her failure or refusal to accept reemployment to a position in a different community than that of his/her former position. In such event, however, the name of such person may be withheld from further consideration for reemployment to such other vacancies as may occur in such geographic location.
Section Addendum B.10.A3d: Effect of Refusal to Accept Reinstatement to Lower Grade Position. A person on a reemployment list shall not be deemed to relinquish his/her eligibility for reemployment therefrom by reason of his/her failure or refusal to accept reinstatement to a position in a lower salary grade than the position from which he/she was suspended, demoted, or displaced. The name of such person will be withheld from consideration for reemployment in a position in a lower salary grade where he/she failed or refused to accept reemployment.

Section Addendum B.10.A3e: Veterans and Exempt Volunteer Firefighters. Notwithstanding any other provision of this Section, where a Veteran or Exempt Volunteer Firefighter is displaced pursuant to this section, he/she shall be eligible for preference in transfer to a vacant position for which he/she is eligible, pursuant to Civil Service Law Section 86.

Section Addendum B.10.B: Competitive Class Employees. Abolishment, reduction in work force, layoff, and recall for competitive class employees will be conducted pursuant to the Rules for the Classified Service of Cattaraugus County and applicable provisions of the Civil Service Law, as modified by paragraphs C, D, and E or this section.

Section Addendum B.10.C: Advance Decisions and Separation Agreements. An appointing authority may take such steps as it may deem necessary in order to secure binding written commitments in advance of suspension, demotion, or displacement from employees potentially affected by such suspension, demotion, or displacement as to their willingness to accept reassignment or displacement. Individual employees will be provided written notice of proposed layoff and the effective date thereof. The Employer may solicit written employee requests for voluntary layoffs, seniority-based employee shift and geographic assignment preferences, secure declarations as to employees' present and future intentions to displace other less senior employees in lower rated classifications, and secure such other information or commitments as may diminish or identify the impact of proposed layoffs or be useful in controlling the impact of any such proposed layoffs. Such written commitments may include agreements providing financial or other incentives in consideration of displacement, layoff, resignation, retirement, or other matters. An employee shall have fourteen (14) days from the receipt of written notice following the date the Employer enacts legislation, or takes administrative action authorizing such layoffs, within which to render a final written decision as to his/her desire to displace any other employee pursuant to this section.

Section Addendum B.10.D: Loss of Services. The County will notify, by registered mail, the designee of the Union, thirty (30) calendar days prior to the effective date of any loss of services in the work areas covered by this Agreement and which would cause layoffs or the loss of jobs. The parties agree that they will meet to negotiate the impact of said layoffs and/or loss of jobs.

Section Addendum B.10.E: Pay Upon Displacement. Where an employee's permanent position is reduced in rank or such permanent employee must displace to a lower graded title, the compensation of such an employee shall be paid at the step and grade which most nearly equals, without exceeding, the hourly rate he/she received in his/her permanent higher graded position. An employee who is reinstated to a title from which he/she was laid-off, shall be compensated at the same salary grade and step he/she was receiving at the time of layoff. The fact that an employee has not served in a position for a protracted time, shall not necessarily preclude such employee for consideration for a meritorious salary increment pursuant to Article 30, Section 1, of this Collective Bargaining Agreement.
Section Addendum B.11: Schedules Providing Every Other Weekend or 26 Weekends Off.

a) Nurse Aides, Cooks, Food Service Helpers and LPN's will be expected to work twenty-six (26) weekends per year. For purposes of this Section, the year shall begin April 1st and end March 31st. Employees may initiate a change in work days on a shift with another scheduled employee in the same title, providing the change is submitted to the Scheduler at least seventy-two (72) hours in advance. If the leave request is granted or an employee is absent for any other reason on a weekend day, when it was his/her turn to work, the employee will be scheduled to work another weekend day in order to make up for the absence, except as explicitly provided in c) and d) below. Employees will be notified when rescheduled to make up a weekend day, and may request one (1) postponement per April 1st through March 31st calendar year. Modifications to the schedules to provide for an employee's obligation to make up a weekend day shall not result in overtime.

b) If an employee is scheduled to work on a weekend day, and is absent due to unauthorized absence, sick leave or personal leave, that employee will be scheduled to work another weekend day in order to make up for the absence. The requirement to work the makeup day will remain in effect, until satisfied, or for a period of one (1) year from the date of absence. Each facility will establish a list of employees from which makeup days will be scheduled. The hierarchy of the list will be as follows:

Category A  Unauthorized leave - first to make up
Category B  Personal leave or sick leave with less than seventy-two (72) hours prior notice - make up after people in Category A
Category C  Sick leave with more than seventy-two (72) hours prior notice - make up after people in Categories A and B

c) Personal Leave: (more than seventy-two (72) hours notice). Vacations and Holidays: An employee may request up to four (4) scheduled weekend days off for approved Personal Leave Day (more than seventy-two (72) hours notice), vacation or holidays during each April 1st through March 31st calendar year. These days will not be required to be made up. After these first four (4) days are used up, all subsequent scheduled weekend days missed due to approved Personal Leave Day (more than seventy-two (72) hours notice), vacation or holidays may be made up, within six (6) months from date of the absence.

d) Limited exceptions to the make-up requirement are as follows:

1) Where an employee is off work on an extended basis on an authorized leave of more than fifteen (15) consecutive days due to work related or non-work related injury or disease, or family leave, such employee will not be required to make up weekend days falling on the sixteenth (16th) day to the date preceding the employee's return from such extended absence.
2) The use of Bereavement Leave as defined in Article 10 on a weekend day need not be made up.

e) Discussion/ Termination of the Schedule

A committee shall be established to meet and discuss issues which may arise in connection with this schedule.
ADDENDUM C
Department of Social Services

PURPOSE: The purpose of this addendum is to include items in the Agreement which pertain uniquely and specifically to the Department of Social Services. Any items contained in this addendum, which conflict with, abridge, enlarge, or otherwise alter items contained in the main body of the Agreement, shall supersede those items as they pertain to employees in the Department of Social Services.

Section Addendum C.1: Social Services Examiner. Those employees within the Social Services Examiner title, who are assigned to work in the Income Maintenance/Public Assistance work area, shall receive an increased pay rate change in the amount of $.32 per hour for each and every hour they are assigned said work. Current Social Services Examiners who receive the $.32 stipend shall continue to receive this stipend. Full-time employees permanently or provisionally appointed, transferring to the County service or by promotion on or after January 1, 2004, shall not be entitled to receive the $.32 stipend.

Section Addendum C.2: CPS On-Call: Caseworkers assigned to the Child Protection Unit who are placed “on-call” pursuant to Article 32 of this agreement shall be subject to the following provisions:

A. On-Call employees shall be compensated for actual phone time for work related phone calls with a minimum of one hour payment per incident. Calls received during this one-hour time period are compensated under the provisions of the one-hour minimum. Related calls exceeding the one-hour minimum shall be treated as a continuation of the one-hour minimum. Calls received more than one hour after an initial phone call shall be treated as a separate incident.

B. Time spent on the phone shall be counted as time worked.
APPENDIX A
Statutory References

This appendix provides an annotation of selected contract Articles and/or Sections and includes significant laws, rules, and regulations pertaining to the rights of employees and the administration of this agreement. This reference does not attempt to be all inclusive of laws, rules, and regulations which may govern the parties to the Agreement.

<table>
<thead>
<tr>
<th>Abbreviations</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>NYS Const.</td>
<td>New York State Constitution:</td>
</tr>
<tr>
<td>ADA</td>
<td>Americans with Disabilities Act</td>
</tr>
<tr>
<td>CoL</td>
<td>NYS County Law, Section:</td>
</tr>
<tr>
<td>CPLR</td>
<td>NYS Civil Practice Law and Rules:</td>
</tr>
<tr>
<td>CSL</td>
<td>Civil Service Law, Section:</td>
</tr>
<tr>
<td>FLSA</td>
<td>Federal Fair Labor Standards Act</td>
</tr>
<tr>
<td>ML</td>
<td>NYS Military Law, Section:</td>
</tr>
<tr>
<td>POL</td>
<td>Public Officers Law, Section:</td>
</tr>
<tr>
<td>RCSCC</td>
<td>Rules of the Classified Service of Cattaraugus County, Rule:</td>
</tr>
<tr>
<td>RSSL</td>
<td>NYS Retirement and Social Security Law:</td>
</tr>
<tr>
<td>10 NYCRR</td>
<td>Title 10 NYS Code of Rules and Regulations, Parts:</td>
</tr>
</tbody>
</table>

******************************************
REFERENCES

Article 1, Section 3
ADA

Article 2 / Recognition
CSL 201
CSL 204

Article 3 / Deductions
CSL 202
CSL 208 3(a) & (b)

Article 8 / Probationary Employees
CSL 20
CSL 50 (4)

CSL 63
RCSCC XIV

Section 4: CSL 65(2)

Article 9 / Hours of Work
CoL 206
CoL 206a

Article 11 / Seniority
Section 1: CSL 80
Section 3: RCSCC XIX
Section 4: CSL 71
CSL 72
CSL 73
CSL 75
CSL 80

Article 12 / Layoff & Recall
CSL 80
CSL 81
CSL 85
CSL 86
RCSCC XXVI
REFERENCES (cont'd)

Article 13 / Job Posting
Sections 1 and 2: NYS Const. Article V, Section 6
CSL 20, 40, 42, 43, 44, 50
51, 52, 55(a), 56, 57
60, 61, 62, 63, 64, 65
RCSCC IV, V, VIII, IX, X, XI
XII, XIII, XIV, XVI
XIX, XX(4)

Section 3: RCSCC XVIII

Article 14 / Transfer
CSL 70(1)
CSL 70(4)
RCSCC I(7)
RCSCC XVII

Article 15 / Reassignment
RCSCC I(8)

Article 16 / Holidays
Col, 206(a)

Article 17 / Vacation Leave With Pay
Col, 207
RCSCC XX

Article 18 / Sick Leave With Pay
Col, 207

Article 21 / Family and Medical Leaves
29 U.S.C.S. Section 2601 et seq.
29 CFR Part 825

Article 24 / Military Leave
ML 242

Article 28 / Retirement
RSSL 1 et seq, including
Articles 14
14-A
15
REFERENCES (cont'd)

Article 29 / Worker's Compensation
Workers Compensation Law
CSL 71
RCSCC XIX

Article 30 / Salary Rules
CoL 205
CSL 20
RCSCC XXIII

Article 31 / Overtime
FLSA

Article 32 / On Call
FLSA

Article 33 / Discipline & Discharge
CSL 75
CSL 76
CSL 77

Article 34 / Grievance Procedure
Section 1 b): CPLR Article 78
Section 3 5): CPLR Article 75

Article 35 / Compensation
Section 7: CSL 61(2)

Article 41 / No Strike Clause/Lock Out
CSL 210
CSL 211

Article 42 / Savings Clause
CSL 204a

Article 44 / Indemnification Provision
POL 18
APPENDIX B

Health Insurance Waiver Form

HEALTH INSURANCE WAIVER

NO COUNTY PROVIDED HEALTH INSURANCE
FOR YOU OR YOUR FAMILY MEMBERS WILL BE
CONTINUED UNDER THE EFFECTIVE TERMS OF THIS WAIVER!

I hereby for myself, my heirs, executors, and administrators, waive my rights to County-provided
health insurance coverage pursuant to the Collective Bargaining Agreement(s) between the
County of Cattaraugus and the Cattaraugus County Units of Local 805, CSEA, Local 1000,
AFSCME, AFL-CIO.

I understand the RISK inherent in electing the Health Insurance Waiver Option and assume any
and all responsibility for said RISK to myself, my heirs, executors, and administrators.

I release any and all rights and claims I may have against the County of Cattaraugus and/or the
Cattaraugus County Units of Local 805, CSEA, Local 1000, AFSCME, AFL-CIO and their
respective representatives as a result of my waiver of health insurance coverage to which I was
previously entitled.

I understand that once this waiver of health insurance coverage is in effect, I may not re-enter
any County provided insurance plan until the next open period occurs, except as may otherwise
be provided in Article 27.

I have read the above waiver and upon my reading, fully understand its contents.

______________________________  ______________________________
Employee's Signature         Date

______________________________  ______________________________
Signature, CSEA Representative Local 805         Date

______________________________  ______________________________
Signature, Cattaraugus County Risk Manager        Date
The Leadership of CSEA’s General Bargaining Unit, Supervisory Unit, Sheriff’s Unit, and Deputy’s Unit plus the Deputy Sheriff’s Association Supervisory Unit are pleased to announce that they have reached a Tentative Agreement with the County on updates to our Health Insurance Benefits Package. This handout lists the amendments that were included in the Tentative Agreement. There will be informational meetings held on August 27th and 28th to discuss these amendments, and all County employees are encouraged to attend one of these meetings. There will be postings on the CSEA Bulletin Boards listing the dates and locations of the meetings. On Thursday, September 4, 2003, members of the 4 CSEA Units and the Deputy Sheriff’s Unit will vote on this Tentative Agreement. If this package is ratified by the Union membership, the Legislators will vote on accepting it on Wed, September 10, 2003.

**TENTATIVE AGREEMENT**

1. **THERE WILL BE NO CHANGES IN BENEFIT LEVEL COVERAGE**

2. **EFFECTIVE JANUARY 1, 2004, EMPLOYEE PAYROLL CONTRIBUTIONS FOR HEALTH INSURANCE COVERAGE SHALL BE AS FOLLOWS:**

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Single Coverage</th>
<th>Family Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/04</td>
<td>$11.00 → $12.75</td>
<td>$15.00 → $17.25</td>
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<td>1/1/05</td>
<td>$12.75 → $14.50</td>
<td>$17.25 → $20.00</td>
</tr>
<tr>
<td>1/1/06</td>
<td>$14.50 → $16.75</td>
<td>$20.00 → $23.00</td>
</tr>
<tr>
<td>1/1/07</td>
<td>$16.75 → $20.00</td>
<td>$23.00 → $25.00</td>
</tr>
<tr>
<td>Service Category</td>
<td>Description</td>
<td>Coverage</td>
</tr>
<tr>
<td>------------------</td>
<td>-------------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>Hospice Visits</strong></td>
<td>Covered in full</td>
<td>210 days, 5 bereavement</td>
</tr>
<tr>
<td><strong>Outpatient Therapeutic Services</strong></td>
<td>Covered in full</td>
<td></td>
</tr>
<tr>
<td><strong>Mental Health Services</strong></td>
<td>Covered in full</td>
<td>up to 30 days, per member, per year; and for days 31 – 60, 80% coverage → 70% coverage (pre-certification of facility required)</td>
</tr>
<tr>
<td><strong>Alcohol/Substance Abuse Services</strong></td>
<td>Covered in full</td>
<td>up to 30 days for rehabilitation per member / year. Up to 7 days per member per admission for detoxification.</td>
</tr>
<tr>
<td><strong>Outpatient Substance Abuse Visits</strong></td>
<td>Covered in full</td>
<td></td>
</tr>
<tr>
<td><strong>Rehabilitation/ Detoxification</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Services</strong></td>
<td>Covered in full</td>
<td>up to 30 days for rehabilitation per member / year. Up to 7 days per member per admission for detoxification.</td>
</tr>
<tr>
<td><strong>Chiropractic – Acute Care</strong></td>
<td>Covered in full</td>
<td></td>
</tr>
<tr>
<td><strong>Durable Medical Equipment</strong></td>
<td>Covered in full</td>
<td></td>
</tr>
<tr>
<td><strong>Diabetic Durable Medical Equipment/Supplies</strong></td>
<td>Covered in full</td>
<td></td>
</tr>
<tr>
<td><strong>Oxygen Supply</strong></td>
<td>Covered in full</td>
<td></td>
</tr>
<tr>
<td><strong>Internal Prosthetics</strong></td>
<td>Covered in full</td>
<td></td>
</tr>
</tbody>
</table>
EXTRANAL PROSTHETICS

DEPENDENT RIDERS

PRESCRIPTIONS:

UP TO A 30-DAY SUPPLY:

<table>
<thead>
<tr>
<th>Generic</th>
<th>Brand - No Generic Available</th>
<th>Brand Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3.00 → $5.00</td>
<td>$5.00 → $10.00</td>
<td>$7.00 → $15.00</td>
</tr>
</tbody>
</table>

90-DAY SUPPLY / MAIL ORDER:

<table>
<thead>
<tr>
<th>Generic</th>
<th>Brand - No Generic Available</th>
<th>Brand Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3.00 → $10.00</td>
<td>$5.00 → $20.00</td>
<td>$7.00 → $30.00</td>
</tr>
</tbody>
</table>

NOTE: IF THE COST OF A PRESCRIPTION IS LESS THAN THE AMOUNT OF THE CO-PAY, YOU PAY THE COST OF PRESCRIPTION.

APPENDIX:

* EXCEPT WHERE OTHERWISE STATED, THE PLAN HAS A CALENDAR YEAR DEDUCTIBLE OF ($150.00 → $300.00) INDIVIDUAL AND ($300.00 → $600.00) FAMILY. WHERE THE DEDUCTIBLE APPLIES AND WHEN IT HAS BEEN MET, THE PLAN PAYS (80% → 70%) OF THE ALLOWANCE UNTIL CO-PAYMENTS REACH ($500 → $1500.00) INDIVIDUAL AND ($1,000 → $3,000) FAMILY, THEN PAYS 100% OF THE ALLOWANCE FOR THE REMAINDER OF THAT YEAR. THERE IS A $1,000,000 LIFETIME MAXIMUM PER MEMBER.

** HOME BIRTHS MUST BE COORDINATED IN CONJUNCTION WITH RMSCO’S NURSES AND THE SUBSCRIBER’S OWN PHYSICIAN IN CASE OF POSSIBLE COMPLICATIONS.

*** THE COVERAGE IS LIMITED TO SERVICE PROVIDED BY OR UNDER THE SUPERVISION OF LICENSED NURSING PERSONNEL, FOR NON-CUSTODIAL CARE IF THE CARE IS IN LIEU OF HOSPITALIZATION FOR CARE OF THE CONDITION, ILLNESS, OR INJURY.

**** HOME HEALTH CARE VISITS INCLUDE SKILLED NURSING, OCCUPATIONAL THERAPY, SPEECH THERAPY, PHYSICAL THERAPY, AND HOME HEALTH AID.

OUT-OF-POCKET MAXIMUM IS ($500.00 → $1500.00) INDIVIDUAL AND ($1,000.00 → $3,000) FAMILY PER YEAR. APPLIES TO OUT-OF-NETWORK PERCENTAGE CO-PAYS AND PERCENT CO-PAYS IN NETWORK ONLY.

OXYGEN EXPENSES ARE TREATED AS A SEPARATE ITEM WITH ITS OWN OUT-OF-POCKET LIMITS IN-NETWORK. OUT-OF-NETWORK COVERAGE REQUIRES ONGOING CO-PAYS AND DOES NOT SATISFY ANNUAL OUT-OF-POCKET LIMITS.

WHEN A RETIREE HAS REACHED SIXTY-FIVE (65) YEARS OF AGE, AND IS ELIGIBLE FOR MEDICARE, THEY ARE OBLIGATED TO APPLY FOR MEDICARE PARTS A & B. THE COST OF THE MEDICARE PART B PREMIUM SHALL BE BORNE BY THE RETIREE. THE CATTARAGUUS COUNTY HEALTH PLAN WILL BECOME SECONDARY TO MEDICARE COVERAGE.
### Schedule of Benefits - Basic Benefits

<table>
<thead>
<tr>
<th>Benefit Description</th>
<th>In-Network</th>
<th>Out-Of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Primary Care Physician Visit</strong></td>
<td>$8.00 Co-Pay → $12.00 Co-Pay</td>
<td>80% Covered after $150-S / $300-F → 70% Covered after $300-S / $600-F</td>
</tr>
<tr>
<td><strong>Specialist Visits</strong></td>
<td>$10.00 Co-Pay → $12.00 Co-Pay</td>
<td>80% Covered after $150-S / $300-F → 70% Covered after $300-S / $600-F</td>
</tr>
<tr>
<td><strong>Adult Routine Physical - Office Visit Only</strong></td>
<td>Covered in Full</td>
<td>80% Covered after $150-S / $300-F → 70% Covered after $300-S / $600-F</td>
</tr>
<tr>
<td><strong>Well Baby / Child Visits</strong></td>
<td>Covered in Full (Up to Age 19)</td>
<td>80% Covered after $150-S / $300-F → 70% Covered after $300-S / $600-F</td>
</tr>
<tr>
<td><strong>Outpatient Lab</strong></td>
<td>Covered in Full</td>
<td>80% Covered after $150-S / $300-F → 70% Covered after $300-S / $600-F</td>
</tr>
<tr>
<td><strong>Outpatient X-Ray</strong></td>
<td>Covered in Full</td>
<td>80% Covered after $150-S / $300-F → 70% Covered after $300-S / $600-F</td>
</tr>
<tr>
<td><strong>Outpatient Diagnostic Procedures</strong></td>
<td>$10.00 Co-Pay → $15.00 Co-Pay</td>
<td>80% Covered after $150-S / $300-F → 70% Covered after $300-S / $600-F</td>
</tr>
<tr>
<td><strong>Hospital Care</strong> (Room &amp; Board, Ancillary Services &amp; Supplies, Doctor's Visits, Inpatient Surgery, and Anesthesia)</td>
<td>Covered in Full (Pre-Certification of Facility Necessary)</td>
<td>80% Covered after $150-S / $300-F → 70% Covered after $300-S / $600-F</td>
</tr>
<tr>
<td><strong>Outpatient Surgery</strong></td>
<td>Covered in Full (Pre-Certification of Facility Necessary)</td>
<td>80% Covered after $150-S / $300-F → 70% Covered after $300-S / $600-F</td>
</tr>
<tr>
<td><strong>Emergency Room Care</strong></td>
<td>$35.00 Per Visit (Waived if Admitted) Non-Emergency 50% Co-Pay</td>
<td>$35.00 Per Visit (Waived if Admitted) Non-Emergency 50% Co-Pay</td>
</tr>
<tr>
<td><strong>Urgent Care</strong></td>
<td>$10.00 → $12.00 Per Visit</td>
<td>$10.00 → $12.00 Per Visit</td>
</tr>
<tr>
<td><strong>Maternity Services</strong> ** Pre &amp; Post Natal Care**</td>
<td>Covered in Full (Pre-Certification of Facility Necessary)</td>
<td>80% Covered after $150-S / $300-F → 70% Covered after $300-S / $600-F</td>
</tr>
<tr>
<td><strong>Ambulance / Emergency Transportation (For Advanced Life Support Assistance)</strong></td>
<td>$25.00 Co-Pay (When Medically Necessary)</td>
<td>80% Covered after $150-S / $300-F → 70% Covered after $300-S / $600-F</td>
</tr>
<tr>
<td><strong>Skilled Nursing Facility</strong></td>
<td>Covered in Full up to 90 Days Per Member / Per Year (Pre-Certification of Facility Necessary)</td>
<td>80% Covered after $150-S / $300-F → 70% Covered after $300-S / $600-F</td>
</tr>
<tr>
<td><strong>Home Health Care</strong> (Co-Pay Waived if Cattaraugus County Services Utilized)</td>
<td>$8.00 Co-Pay per Day Limit of Four Visits per Day (Pre-Certification of Facility Necessary)</td>
<td>80% Covered after $150-S / $300-F → 70% Covered after $300-S / $600-F</td>
</tr>
</tbody>
</table>
County Health Insurance Plan Revisions

1. Employee contributions shall be as defined in the Collective Bargaining Agreement, Article 27, Section 27.1.

<table>
<thead>
<tr>
<th>Benefit Description</th>
<th>1/1/2009</th>
<th>1/1/2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary care physician visit</td>
<td>$15 Copay</td>
<td>$20 Copay</td>
</tr>
<tr>
<td>Specialist Visits</td>
<td>$15 Copay</td>
<td>$20 Copay</td>
</tr>
<tr>
<td>Adult Routine Physical Office visit only</td>
<td>$10 Copay</td>
<td>$15 Copay</td>
</tr>
<tr>
<td>Well baby/Child visits</td>
<td>Covered in full (up to age 19) Immunizations in accordance with the American Academy of Pediatrics</td>
<td>Covered in full (up to age 19) Immunizations in accordance with the American Academy of Pediatrics</td>
</tr>
<tr>
<td>Outpatient Lab</td>
<td>$5 Copay</td>
<td>$10 Copay</td>
</tr>
<tr>
<td>Outpatient X-ray</td>
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<td>Outpatient Diagnostic procedures</td>
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<tr>
<td>Inpatient Hospital Care</td>
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<tr>
<td>(Room &amp; board, Ancillary Services &amp; supplies, Doctors visits, Inpatient Surgery, and Anesthesia)</td>
<td>$25 Copay</td>
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<tr>
<td>Outpatient Surgery</td>
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<td>Emergency Room Care</td>
<td>$40 Per visit (Waived if Admitted) Non-emergency 50% Co-pay</td>
<td>$45 Per visit (Waived if Admitted) Non-emergency 50% Co-pay</td>
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<tr>
<td>Urgent Care</td>
<td>$15 Copay per visit</td>
<td>$20 Copay per visit</td>
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<tr>
<td>Maternity Services**</td>
<td>Covered in full (Pre-certification of facility necessary)</td>
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<td>Pre &amp; post natal care</td>
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<tr>
<td>Ambulance/Emergency Transportation (For advanced Life Support Assistance)</td>
<td>$30 Copay (When medically necessary)</td>
<td>$35 Copay (When medically necessary)</td>
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<td>Skilled Nursing Facility***</td>
<td>Covered in full up to 90 days</td>
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<td>Home Health Care(Co-pay waived if Cattaragus County Services Utilized)</td>
<td>$10 Copay per day Limit of four visits per day (Pre certification of facility required)</td>
<td>$15 Copay per day Limit of four visits per day (Pre certification of facility required)</td>
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PRESCRIPTIONS:
Effective 1/1/2009

Up to a thirty-day supply

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90-Day supply – Mail Order

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<td>$40.00</td>
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<tr>
<td>Brand Name</td>
<td>$50.00</td>
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NOTE: Any co-pay not listed above remains the same as currently in effect

APPENDIX

- *Except where as otherwise stated, the PLAN has a calendar year deductible of $300.00 single and $600.00 family. Where the deductible applies and where it has been met, the PLAN pays 70% of the allowance until co-payments reach $1500.00 individual and $3000.00 family, then pays 100% of the allowance for the remainder of the year. There is a $1,500,000.00 lifetime maximum per member.
Effective January 1, 1998, Retiree Re-entry eligibility for Retirees shall be governed by the rules of the health insurance plan(s). Where a Retiree has waived participation in the County Health Insurance Plan and health insurance coverage from another source becomes unavailable because of the death of a spouse, divorce, layoff, plant closing, or other such reason beyond the employee's control, the retired employee and his/her dependents will be eligible to be reinstated in the County Health Insurance Plan. Written notice must be provided to the Risk Management Department by the retired employee within thirty (30) days of the event which qualifies such retired employee for re-entry into the plan. Thereafter, re-entry into the Employer's plan shall be accomplished as soon as possible.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be signed by their respective representatives on March 24, 1998.

County of Cattaraugus

[Signature]
Chief Negotiator

Civil Service Employees Association
Inc., Local 1000, AFSCME, AFL-CIO,
Cattaraugus County, Local 851,
Cattaraugus County Employees Unit

[Signature]
Chief Negotiator
APPENDIX E

SPECIAL MEMORANDUM OF UNDERSTANDING

between the

COUNTY OF CATTARAUGUS

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION INC.
LOCAL 1000, AFSCME, AFL-CIO CSEA LOCAL 805
CATTARAUGUS COUNTY EMPLOYEE UNIT

OTHER GRADES

A joint sub-committee of six (6) persons will be formed within sixty (60) days of the contract signing date to review compensation for unit titles. The sub-committee will hold a meeting within sixty (60) days after the sub-committee is formed. Any mutually agreed recommendations will be submitted to the parties for consideration during the contract term. Such recommendations not mutually agreed to by the committee will be a subject for the next negotiations.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be signed by their respective representatives on April 13, 1999.

County of Cattaraugus

Chief Negotiator

Civil Service Employees Association Inc., Local 1000, AFSCME, AFL-CIO, Cattaraugus County, Local 851, Cattaraugus County Employees Unit

Chief Negotiator
APPENDIX F

MEMORANDUM OF UNDERSTANDING

A.) Alcohol & Drug Information:
The Employer shall provide required educational material to each covered employee which explains the requirements of the Federal regulations. At a minimum, the materials shall include detailed information which meet the requirements of 49 CFR Part 382.601 (b), Part 654.71 (b) and Part 653.25, including, but not limited to: (1) the categories of employees who are subject to the regulations; (2) conduct that is prohibited by the regulations; (3) circumstances under which an employee will be tested; (4) what period of the work day an employee is required to be in compliance with the regulations; (5) the requirement that an employee submit to alcohol and controlled drug tests; (6) an explanation of what constitutes a refusal to submit to an alcohol or controlled drug test and the attendant consequences; (7) the requirement that an employee is to be removed immediately from safety-sensitive functions and the provisions for referral, evaluation and treatment; (8) the consequences for having an alcohol concentration of 0.02 or greater but less than 0.04; (9) the procedure to test for the presence of alcohol or prohibited drugs; (10) the procedure to protect the employee the integrity and validity of the test; (11) the effects of the misuse of alcohol and use of prohibited drugs; and (12) the person designated by the Employer to be contacted for questions and/or additional information.

B.) Required Tests
The Employer shall provide a required description of alcohol and drug testing requirements to each covered employee which explains the requirements of the Federal regulations as they pertain to pre-employment testing, reasonable suspicion testing, return to duty testing, and follow up testing.

C.) Requirement for Notice:
In accordance with the requirement in the Federal Regulations, prior to performing an alcohol or controlled drug test, the Employer shall notify the employee that the alcohol or drug test is required by Federal Regulations.

Section 2: Testing Procedures

B.) Tests for prohibited drugs, in accordance with Federal Regulations, shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories.

C.) A specimen may be tested only for cocaine, marijuana, opiates, amphetamines and phencyclidine. If the test result of the primary specimen is positive, the Medical Review Officer or the Employer shall notify the employee that he/she has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the Medical Review Officer shall direct, in writing, the laboratory to provide the split specimen if the split specimen tests negative, the cost of such test will be assumed by the Employer.

D.) In accordance with Federal Regulations, neither the supervisor of an employee or a person designated to make the determination of reasonable suspicion shall administer alcohol or prohibited drug tests.

E.) Employees shall be paid for all time pertaining to an alcohol and prohibited drug testing, including travel time to and from the test or collection site. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits.

F.) An employee required to submit to an alcohol and/or prohibited drug test is hereby advised that they can consult with legal counsel or a union representative, as long as legal counsel or a union representative can respond without causing an unreasonable delay in the testing process.

Section 3: Call In Procedure

If an employee is called and directed to report to work, the employee shall acknowledge the use of alcohol or prohibited drugs which causes the inability to perform the employee's safety sensitive function, and will therefore disqualify the employee from the requirement to report for work.

Section 4: Referral, Evaluation and Treatment

A.) Any costs involved in services provided by a Medical Review Officer, which are required by the Federal Regulations, shall be paid by the Employer.
B.) Any cost not covered by insurance that is incurred by an employee for their initial treatment by a Substance Abuse Professional due to being referred as a positive alcohol will be the responsibility of the employee.

C.) An employee, upon a test result of 0.02 - 0.039 blood alcohol level shall be placed off duty for a minimum of twenty-four (24) hours, or until a retest shows that the alcohol concentration is less than 0.02.

D.) Use of Accrued Leave

1) An employee who for the first time is placed off duty as a result of a positive alcohol and/or prohibited drug test may be allowed to use accumulated sick leave, vacation leave and other accrued leave up to the limits set forth in the collective bargaining agreement. This may include a leave of absence as a result of being referred for treatment on an inpatient or outpatient basis.

2) Nothing herein shall be construed to diminish or expand any rights which may apply under the Americans with Disabilities Act, Family Medical Leave Act or other relevant laws, or the collective bargaining agreement.

Section 5: Previous Policies and Procedures

Any policies and procedures pertaining to alcohol and prohibited drugs as they pertain to the same employees covered by the Federal Regulations, shall be superseded by the procedures set forth in the Federal Regulations and this Memorandum or Agreement to the extent they are consistent with Law and Regulations.

Section 6: Discipline / Discharge

Nothing contained in this agreement shall be considered as a waiver, by the Union, of the Union's rights under Article 5, Union Rights, and Article 33. (Discipline and Discharge, of the collective bargaining agreement).
Section 7: Savings Clause

7.1 Nothing contained in this agreement shall be considered as a waiver by the employer of any rights under the CBA, Civil Service Law, or any other statute, rule or regulations.

7.2 If any provision of this 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 and effect. It is further agreed to meet within ninety (90) days to renegotiate said negated clause.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be signed by their respective representatives on March 24, 1998.

County of Cattaraugus

Chief Negotiator

Civil Service Employees Association
Inc., Local 1000, AFSCME, AFL-CIO,
Cattaraugus County, Local 851,
Cattaraugus County Employee Unit

Chief Negotiator
APPENDIX G

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF CATTARAUGUS
AND
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO, CSEA LOCAL 805
CATTARAUGUS COUNTY EMPLOYEE UNIT

WHEREAS, the parties have recently completed negotiations on a Collective Bargaining Agreement covering the period of January 1, 2003 thru December 31, 2007, and

WHEREAS, the implementation and administration of certain items agreed to in such Collective Bargaining Agreement require clarification in order that all those affected by such recently negotiated language have a full understanding of the intent of the parties, now, therefore be it

AGREED, that the language in Article 17.1 providing for “An employee who commences employment on a full-time permanent basis on or before December 31, 2003, shall accumulate vacation leave at the rate of one-half (1/2) day per bi-weekly pay period,” shall mean that upon reaching their anniversary date in 2004, the employee shall be granted their vacation days, which would have been granted to them prior to the recently negotiated language, and from thence forth shall begin to accumulate vacation days at the rate of one-half day per bi-weekly pay period in accordance with the provisions of the Collective Bargaining Agreement. Employees commencing employment on a full time basis on or before December 31, 2003, shall be eligible to receive longevity days, per the Collective Bargaining Agreement, and be it further,

AGREED, that the language regarding Addendum C, Department of Social Services shall mean that no other current employee or future employee shall be eligible to receive the $.32 stipend regardless of which title the employee may hold, including that of Social Services Examiner, and be it further

AGREED, that one salary schedule shall exist for all members of the Bargaining Unit. Any full time permanent employee hired on or after January 1, 2004, shall not be eligible to proceed beyond the “D” Step of the salary schedule.

FOR THE COUNTY

Howard M. Peterson, Date
Human Resources Director

FOR THE UNION

Rick Toth, Date
CSEA Labor Relations Specialist

Donna Vickman, Date
Unit President
### APPENDIX H

*Unit Positions*

**SALARY GRADE ALLOCATIONS**

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<td>Laboratory Helper</td>
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<tr>
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<td>Message Center Operator</td>
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<td>Therapy Aide</td>
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<td>Van Driver</td>
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<td>Assessment Records Clerk</td>
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<td>Cook</td>
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<td>Nutrition Program Assistant I</td>
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<td>Personnel Scheduler</td>
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<td>Phlebotomist</td>
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<td>Program Coordinator (Health Department)</td>
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<td>Resident Services Clerk</td>
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</table>
Senior Clerk  
Stenographer  
Therapeutic Activities Aide  
Tourism Assistant

**GRADE 15**

Driver/Courier  
Laborer  
Laborer II  
Leisure Time Activities Aide  
Nurse Aide  
Physical Therapy Aide  
Records & Inventory Clerk  
Keyboard Specialist II  
Social Services Examiner Trainee

**GRADE 16**

Data Control Clerk  
EDP Operator  
Health Education Assistant  
Health Program Assistant  
Maintenance Worker  
Stores Clerk  
Tax Map Clerk Typist  
Traffic Sign Maintainer  
Transfer Station Operator  
Transportation Coordinator  
Work Site Supervisor

**GRADE 17**

Account Clerk-Stenographer  
Aging Services Specialist  
Bridge Construction Worker  
Bridge Painter  
Computer Operator  
Correctional Alternatives Specialist  
Highway Maintenance Worker  
Motor Vehicle Representative  
Nutrition Program Assistant II  
Probation Collections Clerk  
Resource Coordinator  
Senior Account Clerk  
Senior Account Clerk-Typist  
Senior Audit Clerk  
Senior Data Entry Operator
Senior Index Clerk  
Senior Stenographer  
Senior Work Site Supervisor  
Welder's Helper

**GRADE 18**

Administrative Secretary  
Day Care Assistant  
Home Delivered Meals Coordinator  
Medical Records Technician  
Senior Laboratory Technician (Serology)  
Senior Records & Inventory Clerk

**GRADE 19**

Child Find Assistant  
Commercial Driver - Class A  
Commercial Driver - Class B  
Technical Support Specialist  
Construction Equipment Operator  
Dispatcher  
Engineering Drafter  
Leisure Time Activities Specialist  
Maintenance Mechanic  
Principal Account Clerk  
Principal Administrative Services Clerk  
Property Tax Clerk  
Real Property Technician  
Senior Transfer Station Operator  
Social Services Examiner  
Social Services Investigator  
Stenographic Secretary  
Support Officer  
Telecommunications Specialist  
Welder

**GRADE 20**

Administrative Coordinator (Community Services)  
Automotive Mechanic  
Certified Welder  
Diesel Mechanic/Driver  
Employment Specialist  
Licensed Practical Nurse
GRADE 21

Community Mental Health Worker
Engineering Technician
Junior Accountant
Occupational Therapy Assistant
Pre-School Program Coordinator
Procurement Specialist
Public Health Technician
Youth Bureau Program Coordinator

GRADE 22

Micro Computer Specialist
Probation Officer Trainee

GRADE 23

Bacteriologist
Caseworker
Development Specialist
Employment Training Counselor
Information Technology Specialist
Intensive Case Manager
Job Developer
Clinical Laboratory technologist
Planner
Rehabilitation Specialist
Tourism Specialist

GRADE 24

GIS Coordinator
Registered Nurse
Social Work Assistant
Tax Map Drafter
Therapeutic Activities Worker
WIC Nutritionist

GRADE 25

Industrial Programs Specialist
Information Systems Administrator
Network Coordinator
Probation Officer
Public Health Educator
Systems Analyst/Programmer

GRADE 26
Assessor
Community Health Nurse
Community Mental Health Nurse
Criminal Investigator (DA)
Early Care Services Coordinator
Public Health Sanitarian
Senior Bacteriologist
Senior Medical Technologist

GRADE 27
Land Surveyor
Senior Probation Officer
Waste Management Analyst

GRADE 30
Mental Health Therapist
Staff Social Worker

GRADE 32
Nurse Practitioner
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**APPENDIX**

2012 General Bargaining Unit Salary Schedule
APPENDIX J
Excluded Positions

The following employees are excluded from the unit:

1. Temporary Employees.
   (Temporary employees serving with a contingent-permanent appointment are included in
   the unit.)

2. Part-time Employees.

3. Seasonal Employees.

4. Elected Officials.

5. Employees of the Board of Elections.

6. Employees represented by the Cattaraugus County Supervisory Unit of CSEA Loca1805.

7. Employees of the Sheriff's Department.

8. a) Managerial Employees
    b) Confidential Employees
    c) The parties have heretofore mutually agreed that the following positions are either
       managerial or confidential and therefore excluded:

       Department Heads (as of 1 /1/89); County Attorney; Director/ Coordinator of Civil
       Preparedness; Director of Weights & Measures; Election Commissioners; Secretary to County
       Attorney; Confidential Law Secretary; Administrative Officer (Mental Health); Employees of the
       Civil Service Commission; Administrative Officer; Nursing Home Administrators; Controller;
       Directors of Nursing Services; Secretary to the Director (Nursing Homes); Coordinator, Services
       for the Aging; Deputy County Clerk; Deputy Commissioner of Public Works; Deputy County
       Treasurer; Deputy Commissioner of Social Services; Director of Social Services; Human
       Resources Director; Public Health Director; Environmental Health Director; Director of Patient
       Services; Undersheriff; Secretary to Nursing Home Administrator; Principal Administrative
       Services Clerk; County Administrator; Deputy County Administrator; County Youth Bureau
       Director; Employee Benefits Assistant; Deputy Director of Emergency Services; Personnel and
       Safety Clerk (DPW); Secretary to Commissioner (DPW); Secretary to Commissioner (DSS);
       Secretary to Director, Department of Aging; Secretary to Public Defender; Secretary to Public
       Health Director; Executive Assistant (DNH); Secretary to District Attorney; Secretary to
       Sheriff; Junior Accountant (County Administrator’s Office); Assistant to County Legislature,
       Investigator (Public Defender); Safety Engineer; Paralegal.
EXECUTION OF AGREEMENT

FOR

THE EMPLOYER

County Of Cattaraugus
State Of New York

Crystal J. Abers, CI
Cattaraugus County Legislature

Jeffrey F. Swiatek
Chief Negotiator

Joseph C. McLarney, Chairman
Labor Relations Committee

FOR THE UNION

Robert Learn, President
General Bargaining Unit

Richard Toth
Chief Negotiator, CSEA

Cheryl Smith, LRS
CSEA

State Of New York : ss.
County Of Cattaraugus :

On this 4th day of February, Two Thousand and Nine before me, the subscribers, personally appeared Crystal J. Abers, Jeffrey Swiatek, Joseph McLarney, Robert Learn, Cheryl Smith and Richard Toth, and to me personally known and known to me to be the same persons described in and who executed the foregoing instrument and they duly acknowledged to me that they executed the same.

Cynthia K. Koch
Notary Public

CYNTHIA K KOCH
Notary Public State of New York
No: 01K06113778
Qualified in Cattaraugus County
SETTLEMENT AGREEMENT IN
GRIEVANCE NO. G01-067

WHEREAS, the parties agree to resolve the above referenced dispute in accordance with the following:

A) The employer agrees to assign an additional CPS caseworker to the 1:00 P.M. to 9:00 P.M. shift except on weekends, which shall be from 9:00 A.M. to 5:00 P.M.

B) During the course of this additional assignment and staffing pattern, CPS Caseworkers assigned to be “on-call” shall not be required to carry a beeper and/or pager or otherwise be available weekdays for the period of time between the end of their regular shift and 9:00 P.M. On-call CPS caseworkers regularly scheduled to work 1:00 P.M. to 9:00 P.M. shall not be required to be on-call on their scheduled days off between the hours of 1:00 P.M. to 9:00 P.M.

C) CPS caseworkers assigned to be on-call on weekends shall not be required to carry a beeper and/or pager or otherwise be available on weekend days (Saturday & Sunday) from 9:00 A.M. to 5:00 P.M.

D) Irrespective of Article 32 of the Collective Bargaining Agreement, the parties agree that CPS caseworkers who are assigned to be on-call shall receive compensation as follows:

1) One (1) hour at their regular straight time rate for service commencing on Monday, Tuesday, Wednesday, Thursday or Friday.

2) Two (2) hours at their regular straight time rate for service commencing on Saturday and Sunday.

3) Four (4) hours at their regular straight time rate for service on a holiday as defined in this Agreement.

Time earned in this manner shall not count as time worked for the computation of overtime.

Nothing in this agreement shall prohibit or restrict the employer’s right of requiring overtime or recall pursuant to the provisions of the Collective Bargaining Agreement Article 32.3.
This agreement shall be conducted on a trial basis until July 31, 2002. It may be
terminated at any time by either party by a written notification to the other party two
weeks prior to the effective date of termination. Should the parties agree to continue this
arrangement, it shall be done upon mutual agreement.

FOR THE COUNTY:

Mark S. Williams, Chairman
Labor Relations Committee

Wendy Bourgeois, Commissioner
Department of Social Services

Howard M. Peterson
Personnel Director

FOR THE UNION:

James Jays
CSEA Labor Relations Specialist

Donna Vicksman
Unit President

Date
SETTLEMENT AGREEMENT ON
GRIEVANCE NO. G99-071
10/26/01

WHEREAS, the parties agree to resolve the above referenced dispute in accordance with the following:

1. Addendum C of the Collective Bargaining Agreement is amended by addition of the following:

Section Addendum C2: CPS On-Call:
Caseworkers assigned to the Child Protection Unit who are placed "on-call" pursuant to Article 32 of this agreement shall be subject to the following provisions:

A.) On-Call employees shall be compensated for actual phone time for work related phone calls with a minimum of one hour payment per incident. Calls received during this one-hour time period are compensated under the provisions of the one-hour minimum. Related calls exceeding the one-hour minimum shall be treated as a continuation of the one-hour minimum. Calls received more than one hour after an initial phone call shall be treated as a separate incident.

B.) Time spent on the phone shall be counted as time worked.

The provisions of this agreement may be terminated until July 31, 2002 by either party by providing a written notice two weeks prior to the effective date of termination to the other party.

Should neither party effectuate a termination of this agreement prior to July 31, 2002, the language contained in this agreement shall become a part of the Collective Bargaining Agreement.

Arbitrator Thomas Rinaldo shall retain jurisdiction over this matter until July 31, 2002.