

# CSEA UNIT 6300

2024-2027 Contract Information Meeting



# HOUSEKEEPING INFORMATION

- All underlined material is new language or edited language
- All other language that is not underlined is the present contract language
- Language with a ~~line~~ through it is language eliminated from the contract
- We ask that all questions are held until the end, and we will provide ample time to get through all questions
- Members of the negotiation team will also be available to answer questions at the end of the meeting to provide privacy when asking certain questions if you deem it necessary
- You can also email Don at: [donw@unit6300.org](mailto:donw@unit6300.org)



## SECTION 1.02 UNION DEDUCTIONS

- Upon presentation to the Employer of appropriate deduction authorization cards signed by the individual employee, the Employer shall make those deductions from the wages of the employee for dues and other union sponsored programs as set forth below, and remit the monies so deducted to the CSEA Inc., 143 Washington Avenue, Albany, New York 12210, and/or to its designated agent. The Employer shall provide one (1) payroll deduction section on the deduction portion of the employee's pay check for each of the following deduction categories:
  - (a) CSEA Dues;
  - (b) CSEA Insurance Plans, including Accident and Health Insurance, Life and/or Supplemental Life Insurance, and Master Plan and/or Permanent Life Insurance;
  - (c) CSEA People Fund;
  - ~~(d) Credit Union.~~



## SECTION 1.04 RIGHT TO REPRESENTATION

- (a) The Employer agrees that CSEA has the right to represent all Permanent Regular County employees, as defined under Section 21.02(b) of the CBA, in all matters concerning employment with the Employer during the term of this Agreement.
- (1) The Employer agrees that CSEA has the right to represent a probationary employee, or a provisional, part-time, seasonal, temporary or substitute employee, as defined under Section 21.02(c) of the CBA, in all matters concerning employment with the Employer during the term of this Agreement, except that in the case of an investigatory interview that may lead to discipline or if the employee is being terminated, CSEA's presence shall be limited to providing support to the employee. This clause does not extend any additional rights, including but not limited to progressive discipline under Article 21 of the CBA. The Employee agrees to provide the CSEA President, or his/her designee, notice prior to an investigatory interview leading to discipline or the termination of a probationary, provisional, part-time, seasonal, temporary or substitute employee. This notice shall only disclose the date, time and location of the investigatory interview or termination and will not disclose the employee's name or department, and is solely intended to facilitate CSEA providing a representative to be present to provide support to the employee at the interview or termination meeting.



## SECTION 1.04 RIGHT TO REPRESENTATION (CONTINUED)

- (2) For purposes of this Section, the parties agree that investigatory interviews or termination meetings are not adversarial proceedings, and shall be conducted in a professional and respectful manner.
- (b) An employee as defined under Section 21.02(b), has the right to request representation by CSEA in all matters concerning employment with the Employer during the term of this Agreement.
- (1) A probationary employee, or a provisional, part-time, seasonal, temporary or substitute employee, as defined under Section 21.02(c), has the right to request representation by CSEA in all matters concerning employment during the term of this Agreement, except that in the case of an investigatory interview that may lead to discipline or if the employee is being terminated, CSEA's presence shall be limited to providing support to the employee.
- (2) For purposes of this Section, the parties agree that investigatory interviews or termination meetings are not adversarial proceedings, and shall be conducted in a professional and respectful manner.
- (c) If an employee chooses not to be represented by CSEA the Employer agrees that there must be agreement by CSEA on any matter which would affect the terms of this Agreement prior to implementation.

## SECTION 1.04 RIGHT TO REPRESENTATION (CONTINUED)

- (d) In any case, when any item concerning work performance, employee evaluation or discipline is placed in an employee's official personnel folder located in the Department of Human Resources, the employee shall be offered the opportunity to sign the item, and shall be provided with a copy. Such signature only acknowledges receipt. If the employee refuses to sign, a copy shall be sent to the CSEA President Unit #6300 so indicating. If desired, the employee may respond in writing concerning said item, and it shall become a permanent part of the employee's official personnel folder. This procedure shall also apply to items to be placed in an employee's department file.
- (e) CSEA shall be notified of all grievance proceedings and be admitted to the third step hearing.



## SECTION 6.01 FORTY HOUR WORK WEEKS

- The regular work week for the following departments and divisions is forty (40) hours:
- (a) Department of Public Facilities
- ~~(b) Department of Information Technology Services Print Shop~~
- (c b) North Chautauqua Lake Sewer District
- (d c) South/Center Chautauqua Lake Sewer District
- ~~e(e) Department f Finance — Insurance Division~~
- (f d) Office of the Sheriff — Clerical staff
- (g e) Employees whose work week has been set at 40 hours using the process described in Section 6.13.

## SECTION 6.07 TARDINESS.

- Penalties for tardiness shall result in deduction in pay according to the following chart: ~~as follows: For each six (6) minutes or part thereof -- one tenth of one hour.~~
- | <u>Minutes Late</u> | <u>Pay Deductions</u> |
|---------------------|-----------------------|
| <u>0-7</u>          | <u>0</u>              |
| <u>8-23</u>         | <u>¼ hour</u>         |
| <u>24-37</u>        | <u>½ hour</u>         |
| <u>38-52</u>        | <u>¾ hour</u>         |
| <u>53-60</u>        | <u>1 hour</u>         |



## SECTION 6.16 REQUIRED AVAILABILITY VIA CELL PHONE

- In addition to being called out pursuant to Article 7 of this Agreement, any employee on the list of titles enumerated below may be required to be available via cell phone during hours wherein he or she is not scheduled to work. For purposes of this Section, "required" shall mean mandated by his or her Department Head or a duly authorized designee to be available for consultation and/or for call in to work during non-scheduled hours, and shall not include those employees who voluntarily carry a cell phone for their own convenience.
- (b) Those employees eligible for such pay shall include the employees in the following titles who are subject to availability as described in subparagraph (a) above:

# REQUIRED AVAILABILITY VIA CELL PHONE (CONTINUED - TITLES)

• Department	Title
• Health and Human Services	Caseworker (Child Protection)
• Health and Human Services	Senior Caseworker (Child Protection)
• Health and Human Services	Case Supervisor B (Child Protection)
• Health and Human Services	Caseworker (when performing Child Protection duties)
• Health and Human Services	Senior Caseworker (when performing Child Protection duties)
• Health and Human Services	Case Supervisor B (when performing Child Protection duties)
• Health and Human Services spill/bioterrorism duty)	Public Health Sanitarian (when on-call for hazardous
• Health and Human Services	Nurse Practitioner (Public Health)
• Information Technology Services	Senior Systems Analyst



# REQUIRED AVAILABILITY VIA CELL PHONE (CONTINUED -TITLES)

- |                  |   |
|------------------|---|
| • Sewer District | Mechanic II   |
| • Sewer District | Wastewater Treatment Plant Operator                     |
| • Sewer District | Wastewater Maintenance Mechanic                         |
| • Sewer District | Wastewater Treatment Plant Attendant/Assistant Mechanic |
| • Sewer District | Wastewater Maintenance Mechanic II                      |
| • Sewer District | Engineer I  |
| • Sewer District | Wastewater Mechanic Supervisor                          |
| • Sewer District | Principal Engineering Aide (Wastewater)                 |
| • Sheriff        | Director of Aviation Operations                         |
| • Sheriff        | Director of Aviation Maintenance (Medivac)              |

# REQUIRED AVAILABILITY VIA CELL PHONE

- If a Department Head wishes to have an employee who is not currently subject to availability as described in subparagraph (a) or not currently placed in one of the above-enumerated titles available for consultation or for call in to work during non-scheduled hours on an as-needed basis, the Department Head and employee may mutually agree to such availability and the number of hours of such availability, taking into consideration the needs of the department and the individual employee.
- (d) Should a Department Head wish to add any titles to the above-enumerated list, the Department Head shall make a written request to the Director of Human Resources, and such request shall follow the identical procedures as for reallocation as described in Section 8.05 of this Agreement.



## REQUIRED AVAILABILITY VIA CELL PHONE (CONTINUED)

- Those employees who are required to be available for consultation or for call in to work during non-scheduled hours pursuant to Section 6.16 of this Agreement shall be paid ~~one dollar and fifty cents (\$1.50) per hour or portion thereof for each and every hour that he or she is required to be available, but not for such hours that he or she is receiving call out~~ seventy-five dollars (\$75) per on call shift in addition to pay pursuant to Article 7 of this Agreement

## SECTION 8.01 METHOD OF PAYMENT

- (a) All employees covered by this Agreement currently paid on a bi-weekly basis shall continue to be paid on a bi-weekly basis pursuant to the salary schedules in Appendix A.
- (b) All wages will be issued as a direct deposit. At the time of hire employees covered under the Agreement must file their direct deposit designation(s) with the Human Resources Department, and will be allowed to have their pay directly deposited in up to three (3) accounts identified as: Primary, Secondary, Other. Direct deposits to more than one account can only be done for regular pay. Special pays, including but not limited to, Longevity or Insurance Opt-Out payments will be deposited into the Primary Account. Payment of wages by check will only be made in isolated instances where it is not practical for the County to complete the direct deposit procedure. Pay stub information will continue to be available to employees each payday on-line. All requests to change direct deposit information and/or add additional direct deposit accounts must be submitted via the HR Portal.



## 8.01 METHOD OF PAYMENT (CONTINUED)

- ~~• All employees covered by this Agreement must complete and file a direct deposit form with the Human Resources Department. All wages will be issued as a direct deposit to employee bank accounts. Payment of wages by check will only be made in isolated instances where it is not practicable for the county to complete the direct deposit procedure. Pay stub information will continue to be available to employees each payday.~~

## SECTION 8.02 WAGE INCREASES.

- (a) Effective January 1, 2024, the wage schedule shall be increased by three percent (3%).
- (b) Effective January 1, 2025, the wage schedule shall be increased by three percent (3%).
- (c) Effective January 1, 2026 the wage schedule shall be increased by three and one half percent (3.5%).
- (d) Effective January 1, 2027 the wage schedule shall be increased by three and one half percent (3.5%).



## SECTION 8.02 WAGE INCREASES.

- For the year 2024 bonus payments totaling \$1,000 will be paid to all employees in accordance with the following terms and conditions:
- Employee must be covered under CSEA 6300 and a County employee as of the payment date.
- The bonus will be paid in two equal installments on the first business days of April and October.
- Full-time employees, as defined under Section 5.01, are eligible for the full bonus amount.
- Part-time employees, as defined under Sections 5.02 and 5.07, will be paid a pro-rated portion of the bonus based on the percentage of time of their regular work week pursuant to Article 5.
- Employees, as defined under Section 5.03, 5.05, and 5.06 will not be eligible.

## SECTION 8.02 WAGE INCREASES.

- For the years 2025-2027 bonus payments totaling \$1,000 per year will be paid to all employees in accordance with the following terms and conditions:
  - The bonus will be paid when the allowable Levy Growth Factor (Tax Cap) set by the New York State Office of State Comptroller (NYS OSC) is less than Inflation Factor set by the NYS OSC.
  - Employee must be covered under CSEA 6300 and a County employee as of the payment date.
  - The bonus will be paid in two equal installments on the first business days of April and October.
  - Full-time employees, as defined under Section 5.01, are eligible for the full bonus amount.
  - Part-time employees, as defined under Sections 5.02 and 5.07, will be paid a pro-rated portion of the bonus based on the percentage of time of their regular work week pursuant to Article 5.
  - Employees, as defined under Section 5.03, 5.05, and 5.06 will not be eligible.



# SECTION 8.03 STEP INCREMENTS AND WAGE SCHEDULE

- Add two (2) Steps at the top (Steps 10 and 11) with a three percent (3%) difference between Steps 8/9, 9/10 and 10/11
  - Eliminate Steps 1 & 2
  - NO renumber
  - Steps 1 and 2 moves to Step 3 as of 1/1/2024
  - Steps 3 through 9 will move one (1) Step as of 1/1/2024.
  - Anyone originally considered for a Step Increase in January 2024 will move to July 2024 for consideration.
  - Anyone originally considered for a Step Increase in July 2024 will move to January 2025 for consideration.
  - Future step increases fall under Section 8.03

## SECTION 8.04 CHANGES IN EMPLOYMENT

- (a) All employees who are promoted, upgraded or reclassified to a higher grade shall receive the step in the higher grade that is at least eighty-cents (\$0.80) per hour more than the current rate of pay. ~~next-highest-in-rate-of pay.~~



## SECTION 8.07 OVERTIME AND COMPENSATORY TIME

- (d) In determining such overtime payments, Chautauqua County shall annualize the items set forth in paragraphs (a) and (b) of this section for those years such items are applicable and add the amount calculated (AC) to the overtime rate using the following formula:

(Longevity pay + uniform allowance + meal allowance + sick leave bonus)

= AC

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2080 x 0.5

## SECTION 8.07 OVERTIME AND COMPENSATORY TIME (CONTINUED)

- (e) Compensatory time shall be made available in lieu of overtime by mutual agreement between the employee and the Department Head in accordance with any and all applicable State or Federal statutes and the rules or regulations promulgated under those statutes. If it is agreed that the employee shall receive compensatory time in lieu of overtime, the employee shall be granted the opportunity to use it within nine (9) ~~six (6)~~ months from the date accrued. If not used within the nine (9) ~~six (6)~~ months, it shall be paid.
- (f) Compensatory time shall be granted at the same rate as overtime would have been paid.
- (g) The limit of compensatory hours capable of being accumulated will be 240 hours.



## SECTION 8.09 EQUIPMENT OPERATORS

- (a) Premium Rates. The following premium hourly rates are to be paid in addition to base rates for operating equipment as described below.
- (1) For all Motor Equipment Operators (MEO's) at the DPF Transportation Division, an hourly premium of one dollar (\$1.00) per hour shall be paid for all hours paid;
- (2) For all MEO's at the DPF Solid Waste Division, an hourly premium of one dollar and forty-five cents (\$1.45) shall be paid for all hours paid, except as provided in subparagraph (6) below;
- (3) For Airport employees, an hourly premium of one dollar and forty-five cents (\$1.45) per hour shall be paid for all hours operating the listed equipment;
- (4) For Truck Drivers temporarily assigned to MEO duties, an hourly rate equal to the hourly rate of MEO's shall be paid in accordance with Section 8.04(a), plus an hourly premium of one dollar (\$1.00) per hour for all hours worked operating the listed equipment;
- (5) For Skilled Road Maintainers, an hourly premium of one dollar (\$1.00) per hour shall be paid for all hours operating the listed equipment;

## SECTION 8.09 EQUIPMENT OPERATORS

- (6) For DSA's temporarily assigned to MEO duties and DPF Carpenters, an hourly premium of one dollar and forty-five cents (\$1.45) per hour shall be paid for all hours operating the listed equipment;
- (7) For all Sewer District employees, an hourly premium of one dollar and forty-five cents (\$1.45) per hour shall be paid for all hours operating the listed equipment;
- (8) For MEO's assigned to the Crane, an additional hourly premium of two dollars (\$2.00) per hour shall be paid above the established one dollar (\$1.00) hourly premium as provided for in subparagraph (1) for all hours operating the Crane and performing Crane-related work;
- (9) For MEO's assigned as a Crane Assistant, an additional hourly premium of one dollar (\$1.00) per hour shall be paid above the established one dollar (\$1.00) hourly premium as provided for in subparagraph (1) for all hours that the Crane is operating and during the performance of Crane- related work;



## SECTION 8.09 EQUIPMENT OPERATORS

- (10) For Skilled Road Maintainers and Truck Drivers temporarily assigned to MEO duties as a Crane Assistant, an hourly rate equal to the hourly rate of MEO's shall be paid in accordance with Section 8.04(a), plus an hourly premium of one dollar and eighty cents (\$1.80) per hour shall be paid, both for all hours that the Crane is operating and during the performance of Crane-related work; and
- (11) For DPF Carpenters assigned to MEO duties as a Crane Assistant, an hourly premium of one dollar and eighty cents (\$1.80) per hour shall be paid for all hours that the Crane is operating and during the performance of Crane-related work.

## SECTION 8.09 EQUIPMENT OPERATORS

- (b) Applicable Equipment. The premium rates set forth in paragraph (a) above shall apply to the following equipment:
  - #28 Oiler
  - Arial Operator Bucket Truck
  - Articulated Dump
  - Bulldozer
  - Chip Spreader (Operator)
  - Cranes (Operator & Assistant)
  - Excavator/Backhoe
  - Flush Truck
  - Fuel Truck
  - Graders (Power)
  - Loaders
  - Mobile and Stationary Compactors
  - Highway Roadside Mowers
  - Paint Machine (Driver/Operator)
  - Paver (2 Operators)
  - Post Pounder
  - Rodder Truck
  - Rollers
  - Self-propelled Brooms
  - Semi Tractor (Over the Road)
  - Shoulder Machine (Self-Propelled & Mounted)
  - Skid Steer Loader
  - SCCLSD Camera Truck Operator
  - Snow Blowers (Truck or Heavy Equipment Mounted)
  - Weed Sprayer
  - Airport Snow Plow Trucks (Heavy Duty, not Pick-up Trucks)



## SECTION 9.01 ELIGIBILITY AND AMOUNT

- (a) Longevity increments shall be granted to county employees after ~~ten (10) years~~ seven (7) years of continuous service. ~~Effective 2019, the employee shall receive forty-five dollars (\$45.00) for each year of service with the County. Effective 2022, the employee shall receive fifty dollars (\$50.00) for each year of service with the County.~~ Effective 2024, the employee shall receive sixty dollars (\$60.00) for each year of service with the County.

## SECTION 9.02 WHEN PAID

- (a) All employees eligible for longevity increments shall be paid in a separate lump sum on the first ~~payday~~ business day of December after the employee has completed the necessary number of years of service as of November 30th. Employees eligible for a longevity increment who are on an approved paid or unpaid leave of absence shall receive the longevity increment by mail at their current home address on file with the County.
- (b) An employee who resigns after completing seven (7) ~~ten (10)~~ or more full years of employment shall be paid the appropriate longevity with the last paycheck.
- (c) An employee who has completed seven (7) ~~ten (10)~~ or more full years of employment, takes a leave of absence and then resigns during the leave of absence shall be paid the appropriate longevity on the first pay following the date of resignation.



## SECTION 10.03 MEALS

Meals are reimbursable when	Reimbursable Amount	Required Documentation
An employee travels outside the County on County Business.	The lesser of the actual <u>allowable</u> expenses <sup>1</sup> <del>-including tax<sup>1</sup> and tip<sup>2</sup></del> or the per diem limit <sup>2,3</sup> .	Receipt. An itemized receipt must be produced if the amount to be reimbursed is over \$5. The location of the meal must be indicated on the expense claim. Names of all employees whose meal is included on any receipt being claimed for reimbursement.

## SECTION 10.03 MEALS (CONTINUED)

Meals are reimbursable when	Reimbursable Amount	Required Documentation
<p>An employee is working away from their normally assigned work location or attends a training, conference, convention or meeting outside their normal work location that extends through the employee's normal meal time.</p> <p>In the case of DPF road crews the normally assigned work location shall be where the road crew is assigned.</p>	<p><del>The lesser of the actual allowable expenses<sup>1</sup> or the per diem limit<sup>2</sup>. The lesser of the actual expense including tax<sup>1</sup> and tip<sup>2</sup> or the per diem limit<sup>2</sup>.</del></p> <p>Per diem maximums can be exceeded only if the employee is required to pay for a meal that is presented as part of a training, conference, convention or meeting.</p>	<p>Receipt.</p> <p>An itemized receipt must be produced if the amount to be reimbursed is over \$5.</p> <p>The location of the meal must be indicated on the expense claim.</p> <p>Names of all employees whose meal is included on any receipt being claimed for reimbursement.</p> <p>When the employee is required to pay for a meal that is part of a training, conference, convention or meeting that exceeds the per diem maximums, a copy of the conference registration form or other documentation indicating that the cost of the meal is required as part of the training, conference, convention or meeting must be attached to the expense claim.</p>



## SECTION 10.03 MEALS (CONTINUED)

Meals are reimbursable when	Reimbursable Amount	Required Documentation
An employee buys a meal for a client while the client is in the custody of the employee.	<p>Within Chautauqua County: \$<del>5.00</del> <del>3.00</del> without a receipt, and up to a maximum of \$<del>15.00</del> <del>6.00</del> with a receipt.</p> <p>When out of County reimbursement is <u>the lesser of the actual allowable expenses<sup>1</sup> or the per diem limit<sup>2</sup></u>. <del>the lesser of the actual expense including tax<sup>4</sup> and tip<sup>3</sup> or the per diem limit<sup>3</sup>.</del></p>	<p>Receipt.</p> <p>Supervisor approval.</p>

## SECTION 10.03 MEALS (CONTINUED)

Meals are reimbursable when	Reimbursable Amount	Required Documentation
<p>Travel to/from a location that requires an overnight stay.</p> <p>For day of travel to or from a location that requires an overnight stay, a traveler will be entitled to a breakfast if they have to leave at least one hour before their normal work start time the first day, and/or for dinner if they return at least two hours later than their normal work ending time on the last day of travel.</p>	<p><del>The lesser of the actual allowable expenses<sup>1</sup> or the per diem limit<sup>2</sup>. The lesser of the actual expense including tax<sup>1</sup> and tip<sup>2</sup> or the per diem limit<sup>3</sup>.</del></p> <p>The breakfast and/or dinner will be reimbursed up to the maximum amount of the meal per diem allowance specified for the lodging destination.</p> <p>No additional reimbursement is allowed for breakfast if it is included in the lodging cost.</p>	<p>Receipt.</p> <p>An itemized receipt must be produced if the amount to be reimbursed is over \$5. The location of the meal must be indicated on the expense claim.</p> <p>Notation that breakfast was not included as part of lodging costs.</p> <p>Names of all employees whose meal is included on any receipt being claimed for reimbursement.</p>



## SECTION 10.03 MEALS (CONTINUED)

Meals are reimbursable when	Reimbursable Amount	Required Documentation
<p>A DPF Transportation Division employee engaged in snow removal, ice control, weed spraying or a member of a paint crew shall be reimbursed for <del>a meals actually taken</del> for the first eight (8) hours of a shift, and shall be entitled to an additional stipend for each four (4) hours worked thereafter, regardless of location. Unless prior day notice is given by a supervisor that the assigned employees will not be spraying or painting the next day, the assigned employees shall be eligible for meal <del>stipend reimbursement</del>. At the end of the weed spraying or painting season when employees are engaged in winterizing the designated equipment, they shall be entitled to their meal stipend.</p> <p><u>If</u> DPF employee engaged in snow removal or ice control is called in to work on an unscheduled day he/she shall be <u>entitled to a stipend for a meal for</u> <del>reimbursed for meals actually taken in</del> the first four (4) hours of work and shall be entitled to an <u>additional</u> stipend for each four (4) hours worked thereafter regardless of location.</p>	<p>Stipend of \$5 for each meal.</p>	<p>The supervisor shall be responsible for validating all eligible meals taken.</p>

## SECTION 10.03 MEALS (CONTINUED)

- Note 1 Taxes, tips and fees ~~and tips~~ on meals are included in the maximum reimbursement allowed. Meals are New York State sales tax exempt and it is expected a reasonable effort will be made to receive the exemption.
- Tipping is limited to a maximum of 15%. If a gratuity is automatically added by the establishment for a group expense, the 15% limit may be exceeded.
- ~~• Note 2 Tipping is limited to a maximum of 15%. If a gratuity is automatically added by the establishment for a group expense, the 15% limit may be exceeded.~~
- Note ~~2~~ 3 - Per Diem rates are established by the Federal Government Service Agency (GSA). A list of current per diem meal rates is available at the GSA's website [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem) and at the Department of Finance intranet site. Meals outside New York State will be reimbursed up to the maximum amounts allowed within New York State.



## SECTION 10.08 TUITION AND LICENSING FEES

- (a) Nurses. In the event that nurses employed by the County on a full time or part time basis are mandated by State Law or regulations to take a course or courses in order to maintain their nursing licenses, the individuals shall be reimbursed for tuition fees incurred, if any. Proof of successful completion of the course will be required in order to qualify for reimbursement.
- (b) The County shall reimburse mandated training, required license fees, and required credentials pursuant to established guidelines and subject to review by the County LRC. The established guidelines are available from and administered by the Department of Human Resources. Such funds shall be disbursed by December 31st of each year. This provision is to operate independently of Section 10.08(a) above.
- (c) Any policy changes shall be memorialized and filed with the County Human Resources Department for the administration of future reimbursements.

## SECTION 10.08 TUITION AND LICENSING FEES

- ~~• It is hereby agreed that Chautauqua County and CSEA 6300 shall form a six (6) member committee for the purpose of reviewing the policy guidelines of Section 10.08(b) Tuition and Licensing Fees of the Collective Bargaining Agreement.~~
- ~~• The committee shall have equal representation from both parties which shall include the President of CSEA 6300 and the County Finance Director. The review shall include but not be limited to the individual and total reimbursable amounts of the program.~~
- ~~• The committee shall convene within ninety (90) days of final ratification of a collective bargaining agreement between CSEA 6300 and the County of Chautauqua. The rules of the County Labor Relations Council "decision making process" shall apply to the committee's deliberations.~~



## SECTION 10.13 SAFETY FOOTWEAR

### (a) ~~South and Center Chautauqua Lake~~ Chautauqua County Sewer Districts

- (1) All full-time employees of the SCCLSD whose primary duties are plant and system maintenance and operations are to wear safety footwear at all times while working.
- (2) Employees as defined in Section 10.13(a)(1) are to maintain two (2) pairs of safety boots which shall consist of (1) one pair of safety-toe work boots and (1) one pair of safety-toe rubber boots.
- (3) Each employee as defined in Section 10.13(a)(1) will be allotted up to three-hundred and fifty dollars (\$350) annually to purchase their footwear ~~with a Chautauqua County purchasing card~~ through vendors approved by the Chautauqua County Purchasing Manager.
- (4) Each employee as defined in Section 10.13(a)(1) will be responsible for any amount over the allotted three-hundred and fifty dollars (\$350) annually.



## SECTION 10.13 SAFETY FOOTWEAR (CONTINUED)

- (b) Department of Public Facilities – to be implemented upon full ratification
- (1) The Department of Public Facilities (DPF) requires safety footwear for employees engaged in work activity creating reasonable potential for foot injury. This includes but is not limited to: exposure to falling or rolling objects, working in close proximity to wheel and track vehicles, jack-hammering and chipping, drilling operations, changing plow and wing blades, and material/equipment handling. Each division, in consultation with the Director of DPF (or his/her designee) shall decide which employee(s), by title and/or by assignment, shall be required to wear safety footwear.
- (2) Employees as defined in Section 10.13(b)(1) are to maintain one (1) pair of safety boots which shall consist of safety-toe work boots or sneakers which meet the current ASTM (American Society for Testing & Materials) Standard F2413.
- (3) Each employee as defined in Section 10.13(b)(1) will be allotted up to two-hundred dollars (\$200) annually to purchase their footwear through vendors approved by the Chautauqua County Purchasing Manager.
- (4) Each employee as defined in Section 10.13(b)(1) will be responsible for any amount over the allotted two-hundred dollars (\$200) annually.
- (5) To be eligible to receive reimbursement or to purchase safety footwear according to the program, an employee must be scheduled (or plan) to work a minimum of (30) thirty calendar days following the purchase.



## SECTION 10.13 SAFETY FOOTWEAR (CONTINUED)

- (c) Employees covered under this program (as defined in Sections 10.13.a.1 and 10.13.b.1) who damage their safety shoes during the course of normal work activity shall notify their Supervisor or Manager immediately and shall be entitled to a replacement pair up to the allowance amount under their respective section and subsection (sections 10.13.a.3 and 10.13.b.3).
- (d) Employees covered under this program (as defined in Sections 10.13.a.1 and 10.13.b.1) who report lost or stolen safety shoes shall be responsible for the replacement cost of safety footwear in accordance with the requirements under respective section and subsection (sections 10.13.a.2 and 10.13.b.2).
- (e) Employees covered under this program (as defined in Sections 10.13.a.1 and 10.13.b.1) who report to work without their required safety footwear will be sent home without pay to retrieve and return to work with the safety footwear.

# SECTION 11.01 VACATION

- (a) Accruals.
- (1) Each full time employee shall earn vacation accruals as follows:
  - A. One-half (1/2) day per pay period through seven (7) years of service;
  - B. Three-fourths (3/4) of a day per pay period after completing seven (7) years of service;
  - C. One (1) day per pay period after completing fourteen (14) years of service;
- (3) Regular vacation credits shall accrue from the beginning of full time employment, provided the employee receives ~~six (6) days~~ sixty percent (60%) of pay as defined in Section 6.06(b) in the payroll period, including when the employee is leaving County service.



## SECTION 11.01 VACATION (CONTINUED)

- (4) Vacation leave for employees may accumulate to a maximum of ~~thirty (30)~~ thirty-five (35) days by January 1st of each year.
- (b) Using Vacation Accruals
  - (5) If a vacation request is denied, the Department Head or their designee shall provide reasoning for the denial, in writing, by the end of the next business day after denial.
- (d) Selling Back Vacation Accruals
  - (1) If an employee has used at least ~~ten (10)~~ seven (7) days of vacation during any budget year, he or she can elect to sell back to the County his or her unused vacation accruals, as long as the employee keeps a minimum of ~~twelve (12)~~ ten (10) days of vacation accruals.

## SECTION 11.02 SICK LEAVE

- (a) Accruals. Sick leave shall be earned by a full time regular employee at the rate of one-half (1/2) day of leave per payroll period, provided that the employee receives ~~six (6) days~~ sixty percent (60%) of pay as defined in Section 6.06(b) in the payroll period.
- (b) The sick leave plan shall be as follows:
  - (1) Sick leave may be accrued to an unlimited amount.
  - (2) Plan participants shall be entitled to benefits upon retirement as noted in Article 17, Retirement.
  - (3) Employees working between fifty percent (50%) and ninety percent (90%) of full time will be eligible for a good attendance bonus prorated by the percent of full-time worked.



## SECTION 11.02 SICK LEAVE (CONTINUED)

- ~~(4) Employees accruing a good attendance bonus shall be eligible for a payment of one hundred fifteen dollars (\$115) upon submission of proof of eligibility as follows:~~
- ~~A) Any employee who does not take any sick time or time off without pay for a four (4) month period will earn such "Good Attendance Bonus". Time off without pay shall not include time unpaid when an employee is tardy due to inclement weather.~~
- ~~B) If an employee uses sick time, he or she will begin a new four (4) month bonus period immediately upon return to work.~~
- ~~C) For the purpose of bonus eligibility:~~
  - ~~1. Contribution of one half (1/2) or one (1) day to the sick leave bank or making a sick donation will not be counted;~~
  - ~~2. Time off without pay, either on unpaid leave of absence, suspension or taking time not covered by vacation, personal leave or compensatory time, will cause the employee to begin a new qualifying period.~~

## SECTION 11.02 SICK LEAVE (CONTINUED)

- (35) Sick Leave Bank Contributions. Each employee shall contribute one (1) day per year to a sick leave bank, to be deducted from such employee's accruals on January 31 of each year for the employee's first three (3) years of employment. Further contributions of one (1) day from all employees in the plan to the bank will only be required when the sick leave bank balance falls below ten thousand (10,000) hours. Replenishment will be made on January 31 of the succeeding year. The parties agree to allow replenishment of the sick leave bank at less than one (1) day per employee where agreed upon.



## SECTION 11.02 SICK LEAVE (CONTINUED)

- (c) Use of Regular Sick Leave.
- (1) Absence with full pay utilizing sick leave accruals shall be granted to the employee for reason of illness, injury, physical or mental incapacity, or quarantine ordered by a medical authority.
- (2) Absence with full pay utilizing sick leave accruals up to a maximum of fifteen (15) days per year shall be granted to the employee for reason of illness or incapacity of a member of the employee's immediate family.
- (3) Employees may also use sick leave accruals for personal routine doctor and dental appointments.
- (4) Employees may also use sick leave accruals for bereavement as described in Section 11.04 of this Article.

## SECTION 11.02 SICK LEAVE (CONTINUED)

- (5) If an employee finds it necessary to be absent from work by reason of any cause outlined above, the employee shall notify their immediate supervisor of the absence and the reason therefore a minimum of one (1) hour prior to the time expected to report to work or as soon as possible thereafter. The supervisor will provide their subordinates in writing, a phone number and or an email address that can be used during off hours to report such absence.
- (6) If the employee uses more than five (5) consecutive days of accrued sick leave, the employee must submit within a reasonable time a health care professional's certificate indicating that the employee or a family member whom the employee is attending is either ill, injured, physically or mentally incapacitated, or that a quarantine ordered by a medical authority continues.



## SECTION 11.02 SICK LEAVE (CONTINUED)

- (7) The Department Head may require a health care professional's certificate for sick leave absences of less than five (5) consecutive days if the Department Head deems such certificate necessary, but such requirement will not be a general rule. (8) When a health care professional's certification is required, if such statement does not specify a date that the employee is released to return to work, an additional health care professional's statement indicating that the employee is released to return to work must be provided before the employee will be allowed to return to work.

## SECTION 11.02 SICK LEAVE (CONTINUED)

- (D) Extended Sick Leave.
- (1) If the employee is absent due to their own illness, injury, physical or mental incapacity, or quarantine ordered by a medical authority; the employee exhausts all accrued sick leave; and the employee has not been released to return to full work scheduled hours by a physician; the employee may apply to the Director of Human Resources for extended sick leave.
- (2) If the employee has already submitted a health care professional's statement indicating that the period of disability or illness continues, no additional health care professional's statement is automatically necessary. If there is no current health care professional's statement indicating that the employee continues to be ill or disabled, the application must be accompanied by such a statement. The Director of Human Resources may request a second health care professional's statement if the Director of Human Resources deems it necessary.



## SECTION 11.02 SICK LEAVE (CONTINUED)

- (3) Upon receipt of the application, the Director of Human Resources shall grant the employee additional sick leave accruals equal to one-fourth (1/4th) of the accruals earned and available to the employee, as calculated on the date specified as applicable for the following categories of approved leave:
  - A) On the first day that the employee began a continuous period of sick leave, or
  - B) On the first date of absence for employees who have been formally approved by Human Resources for an intermittent leave per FMLA regulations for their own serious health condition, that extends to the start date of the continuous period of sick leave, provided that the date used for calculation of sick leave is not greater than six (6) months prior to the start of the continuous leave.

## **SECTION 11.02 SICK LEAVE (CONTINUED)**

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



## SECTION 11.02 SICK LEAVE (CONTINUED)

- (e) Use of Sick Leave Bank.
- (1) If the employee is absent due to the employee's own illness, injury, physical or mental incapacity, or quarantine ordered by a medical authority; the employee exhausts all accrued sick leave and extended sick leave; and the employee has not been released to return to full work scheduled hours by a physician; the employee may apply to the Director of Human Resources for additional sick leave benefits from the sick leave bank.
- (2) If the employee has already submitted a health care professional's statement indicating that the period of disability or illness continues, no additional health care professional's statement is necessary. If there is no current health care professional's statement indicating that the employee continues to be ill or disabled, the application must be accompanied by such a statement. The Director of Human Resources may request a second health care professional's statement if the Director of Human Resources deems it necessary.

## SECTION 11.02 SICK LEAVE (CONTINUED)

- (3) Upon receipt of the application, the Department Head and the CSEA Unit #6300 President shall make a determination on the application. If the Department Head and the CSEA Unit #6300 President disagree, the Director of Human Resources will make the determination.
- (4) When the application is approved, the employee shall be credited additional sick leave accruals equal to the amount of sick leave present on the books for the employee on the first day that the employee took ill or was incapacitated. The employee may use these accruals for continued absences with full pay until they are exhausted, or the employee returns to work, whichever is sooner.
- (5) During the period of use of sick leave bank benefits, the employee's vacation leave and sick accruals shall not increase, but the employer shall continue to pay its share of health insurance premiums, and shall provide the employee with any increments due and recommended by the department.



## **SECTION 11.02 SICK LEAVE (CONTINUED)**

- (6) Should the employee return to work before all sick leave bank accruals are exhausted, any remaining sick leave shall be returned to the sick leave bank. If the employee returns to work part-time, such sick leave bank accruals shall remain credited to the employee until the employee's doctor releases the employee to return to work full time.

## SECTION 11.02 SICK LEAVE (CONTINUED)

- (f) Sick Leave Donations.
- (1) If the employee is absent due to the employee's own illness, injury, physical or mental incapacity, or quarantine ordered by a medical authority; the employee exhausts all accrued sick leave, extended sick leave, sick leave bank if eligible, all but five (5) days of vacation and/or personal time, and any other accruals; the employee has not been released to return to full work scheduled hours by a physician; the employee may apply to the Director of Human Resources for sick leave donations.
- (2) If the employee has already submitted a health care professional's statement indicating that the period of disability or illness continues, no additional health care professional's statement is necessary. If there is no current health care professional's statement indicating that the employee continues to be ill or disabled, the application must be accompanied by such a statement. The Director of Human Resources may request a second health care professional's statement if deemed necessary.



## SECTION 11.02 SICK LEAVE (CONTINUED)

- (3) Upon receipt of the application and medical evidence if needed, the Director of Human Resources shall contact the Department Head and the President of CSEA or the President's designee to initiate sick leave donations.
- (4) Any employee may voluntarily donate either a half-day, a full day or two (2) full days of sick leave credits they have accrued to the ill or incapacitated employee. The Department Head or designee shall coordinate such contributions, and notify the Director of Human Resources of which employees have volunteered to donate sick leave credits, and the amount that each employee is willing to donate. Such credits shall then be removed from the accruals of the employee donating the credits, and shall be credited to the ill or incapacitated employee. (5) The employee may use these accruals for continued absences with full pay until they are exhausted, until the employee is eligible for sick leave bank accruals if not previously eligible, or the employee returns to work, whichever is sooner.

## **SECTION 11.02 SICK LEAVE (CONTINUED)**

- (6) During the period that the employee uses accruals received through sick donations, the employee's vacation leave and sick accruals shall not increase; but the employer shall continue to pay its share of health insurance premiums, and shall provide the employee with any increments due and recommended by the department.
- (7) Should the employee return to work before all sick donations are exhausted, any remaining sick donations shall be credited to the sick leave bank. If the employee returns to work part-time, such sick donations shall remain credited to the employee until the employee's doctor releases the employee to return to work full time.



## SECTION 11.02 SICK LEAVE (CONTINUED)

- (i) Wellness. Employees shall be allowed to utilize the cash value of sick leave days standing to their credit to pay for membership at a commercial health club or wellness program, such as, but not limited to, Jenny Craig, Weight Watchers, Smoking Cessation, etc. Upon submission of a receipt, the cash value equivalent shall be paid to the employee and shall be deducted from the employee's balance of sick leave accruals. In order to participate in this voluntary program, an employee must retain at least ten (10) days of sick leave standing to their credit at the time of cash out. The maximum annual amount of the cash value equivalent cannot exceed five hundred dollars (\$500). ~~Use of sick leave for this Wellness program shall not disqualify an employee from receiving the good attendance bonus for which they otherwise qualify pursuant to Section 11.02 (b)(4) of this Agreement.~~

## SECTION 11.03 PERSONAL LEAVE

- (a) ~~Four (4) Two (2)~~ days of personal leave shall be granted to each employee during each calendar year.
- (b) Personal leave days shall not be cumulative. ~~All unused Personal Leave at the end of each calendar year shall be added to the employee's sick leave account.~~ All unused Personal Leave at the end of 2024 and each calendar year thereafter shall be eligible for conversion at the employee's option as follows:
  - 1. Added to vacation accrual balance;
  - 2. Added to sick leave accrual balance;
  - 3. Paid at the regular wage rate.



## SECTION 11.03 PERSONAL LEAVE (CONTINUED)

- (c) The personal leave conversion option in Section 11.03 (b) shall be included in the established annual vacation sell-back process. ~~A new employee shall be granted one (1) day of personal leave on his or her first day of work and if this is during the months of January through June, a second day after six (6) months of service. Thereafter, they shall be granted in accordance with Section 11.03(a).~~
- (d) A new employee shall be granted ~~one (1) day~~ two (2) days of personal leave on his or her their first day of work and if this is during the months of January through June, ~~a second day~~ two (2) more days shall be granted after six (6) months of service. Thereafter, they shall be granted in accordance with Section 11.03(a). ~~If an employee wishes to be absent from work to use paid personal leave per this section, the employee shall notify their immediate supervisor of the absence a minimum of one (1) hour prior to the time expected to report to work, or as soon as possible thereafter. The supervisor will provide their subordinates, in writing, a phone number and/or an email address that can be used during off hours to report such absence.~~



## SECTION 11.03 PERSONAL LEAVE (CONTINUED)

- (e) If an employee wishes to be absent from work to use paid personal leave per this section, the employee shall notify their immediate supervisor of the absence a minimum of one (1) hour prior to the time expected to report to work, or as soon as possible thereafter. The supervisor will provide their subordinates, in writing, a phone number and/or an email address that can be used during off hours to report such absence.
- (f) Personal leave accrual balances shall remain available to the employee when moving between departments. Upon moving to a different position where the employee has a higher or lower amount of weekly scheduled hours, any full day of unused personal leave earned while assigned to the former position shall be adjusted to the hourly amount of a full day in the new position. Any partial day of unused personal leave at time of transfer to the new position shall remain as an unchanged amount of hours. A day of personal leave shall be defined as twenty percent (20%) of the present weekly scheduled hours for an employee.



## SECTION 11.04 BEREAVEMENT LEAVE

- (a) The employee shall be granted up to ~~three (3) days~~ four (4) days of bereavement leave relating to the death of a spouse, common living partner, parent, step-parent, child, step-child, son-in-law, daughter-in-law, mother-in-law or father-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, grandparent and grandchild, spouse's grandparent and grandchild. If requested, an employee may use any accruals for extended bereavement when needed. In addition, if requested, an employee may use any accruals for bereavement purposes upon the death of an aunt or uncle. The bereavement days granted are not required to immediately follow the death and may be used for funeral/memorial service at a later date within one (1) year of death

## SECTION 11.04 BEREAVEMENT LEAVE (CONTINUED)

- (b) For purposes of this Section, "common living partner" shall mean a person who has lived with an employee in a conjugal relationship for at least one (1) year, has a mutual and exclusive commitment to the employee's well-being, is financially interdependent with the employee by sharing common assets and common debts, and is of age for legal marriage. Common living partners must sign a declaration and provide evidence, such as but not limited to joint tax returns, wills and insurance policies that prove they live together in such a relationship.



## SECTION 11.05 HOLIDAYS

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

New Year's Day

Labor Day

Martin Luther King Day

Columbus Day

Presidents Day

Veterans Day

Good Friday

Thanksgiving Day

Memorial Day

Day after Thanksgiving

Juneteenth

Christmas Day

Independence Day

## SECTION 11.05 HOLIDAYS (CONTINUED)

- (b) Working on a Holiday. Any employee may be required by his or her Department Head to work on any holiday if it is necessary for the efficient operation of that unit of government. If an employee is required to work on a holiday, he or she shall receive pay for the time worked plus a day's pay for the holiday or he or she shall be granted vacation time compounded by time and one half for hours over forty (40), at the employee's option.
- (c) Weekend Holidays. When a holiday falls on a Sunday, it shall be celebrated on the following Monday. When a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. Offices which are required to remain open shall be manned with minimal staff.



## SECTION 11.05 HOLIDAYS (CONTINUED)

- (d) Department of Emergency Services employees in the titles of Emergency Medical Technician, Paramedic, and Senior Paramedic, who work less than 50% of the regular work week worked by other employees of the same department shall receive time and one-half of their hourly rate for all hours worked on the holidays listed in Section 11.05(a).
- (e) Any employee not on-call in accordance with Section 6.16(e) and who works on the physical holiday shall be paid a stipend of seventy-five dollars (\$75). This stipend does not apply to any day where the holiday is observed.

## SECTION 14.09 SENIORITY LIST

- (a) ~~Once each year,~~ The employer shall provide CSEA with a current seniority list on a quarterly basis (January, April, July & October). If the seniority list is not challenged by CSEA within thirty (30) days of receipt, it shall be considered accepted by CSEA.



## **SECTION 15.03 INTERDEPARTMENTAL HUMAN RESOURCES DEPARTMENT JOB OPPORTUNITY NOTICES**

- After all intradepartmental reassignment procedures have been completed, all vacancies within Unit 6300 shall be posted for interdepartmental transfers or appointment for ten (10) calendar days (such 10-day period to begin the day following the posting) prior to filling.

# **SECTION 15.03 INTERDEPARTMENTAL HUMAN RESOURCES DEPARTMENT JOB OPPORTUNITY NOTICES (CONTINUED)**

- (a) Posting the Interdepartmental Transfer or Appointment Opportunity.
- (1) The interdepartmental transfer/appointment vacancy posting shall be in the form of an information sheet posted on the Chautauqua County Department of Human Resources Intranet site. Such posting shall include:
  - A) The job title.
  - B) The issue date of the posting and an identifying number of the posting.
  - C) The qualifications for the position (except for competitive- class positions where an established Civil Service list will be used for the appointment).
  - D) The rate of pay.
  - E) The hours of work.
  - F) The work location.
  - G) Instructions on how to express interest in the interdepartmental transfer/appointment opportunity.



## **SECTION 15.03 INTERDEPARTMENTAL HUMAN RESOURCES DEPARTMENT JOB OPPORTUNITY NOTICES (CONTINUED)**

- (2) The interdepartmental transfer or appointment vacancy posting(s) shall be posted regularly on Wednesdays, as needed. When holidays or emergent needs arise, any vacancy posting(s) shall be made on an alternate day of the week.
- (3) On the posting date of an interdepartmental transfer or appointment posting(s), the County shall send an e-mail notice to all CSEA covered employees that have such access. The e-mail notice shall serve to inform the recipient that an interdepartmental transfer or appointment posting(s) has been added to the Human Resources site. Additionally, the e-mail notice shall contain a link to access the Human Resources Intranet site in order to view and/or print the interdepartmental transfer or appointment posting(s).

# SECTION 15.03 INTERDEPARTMENTAL HUMAN RESOURCES

## DEPARTMENT JOB OPPORTUNITY NOTICES

### (CONTINUED)

- (4) The County shall provide computer kiosks in specific, limited County work locations for the purpose of providing access to the CSEA interdepartmental transfer or appointment vacancy posting(s). The locations of the kiosks are as follows:
  - A) DPF Sheridan.
  - B) DPF Sherman.
  - C) DPF Falconer.
  - D) Landfill.
  - E) All DMV Locations
  - F) Upon mutual agreement additional kiosks may be established



## SECTION 15.04 REASSIGNMENT OF NON-VACANT POSITIONS

- The following method shall be used to reassign employees to work locations in a different town, village or city.
- (a) The opportunity for reassignment shall first be offered to employees in order of most to least seniority ranking.
- (b) If no employees accept the reassignment from the procedure listed in Section 15.04(a), the least senior employee will be reassigned. No employee shall be involuntarily reassigned for arbitrary or capricious reasons or as an act of discipline. Such reassignment shall be subject to the grievance procedures with the burden of proof upon the grievant.
- (c) Involuntary reassignment pursuant to Section 15.04, shall not be counted as the employee's one (1) intradepartmental reassignment

# SECTION 16 INSURANCE

- Eliminating the following:
  - Flexible spending account (FSA) and any language associated with it
  - Language referring to PPO plan and other outdated language
  - Limited purpose FSA language
  - Outdated telemedicine language
  - Outdated dental, vision, and opt out language
  - Section 16.13 Reward for detecting Vision/Dental bill errors and renumbering
    - Not applicable anymore
  - Outdated Wellness Participation language eliminated
  - 16.03 Chiropractic Maintenance type care



# INSURANCE (CONTINUED)

- Increase of the Wellness Participation Bonus from \$300 to \$350

# SECTION 17 RETIREMENT

- Eliminating outdated language
- Sick Leave Benefit
  - Changing from 10% to 100% of a retiree's sick leave balance not used for retiree health insurance will be credited to the CSEA Sick Leave Bank
- Service Credit Benefit
  - Beginning on 1/1/2026, any employee who retires with fifteen (15) or more years of employment with the County shall be credited two (2) months of health, vision and dental insurance for every year of employment. Said retiree shall continue to pay insurance contributions equivalent to their active service contribution rules in place at the time of their retirement, as specified in Section 16.01 (d) or 16.01 (i). Said benefit shall be utilized only after all sick leave accruals are utilized as described in Section 17.05(a). This two (2) months Service Credit calculation expires on 12/30/2027 and will revert back to the calculation described in Section 17.05(b)(1).



## SECTION 19.02 COUNTY TO FURNISH COPIES

- The County shall have an electronic copy of this Agreement furnished to each employee within one hundred twenty (120) days of ratification by all parties.

## SECTION 19.10 REASONABLE SUSPICION DRUG AND ALCOHOL TESTING POLICY.

- A committee of equal number of CSEA 6300 and management designees shall be formed to ~~create~~ negotiate a reasonable suspicion Drug and Alcohol Testing Policy for all employees of Chautauqua County. The committee shall be formed and commence monthly meetings by March 1, 2024~~0~~. No implementation of such policy will occur without prior agreement from the CSEA 6300; however, the objective is to establish reasonable suspicion drug and alcohol testing procedures by March 1, 2027<sup>1</sup>. Should no agreement be made by March 1, 2027<sup>1</sup>, the parties agree to reopen negotiations concerning the reasonable suspicion drug and alcohol testing policy for all members of the CSEA 6300 collective bargaining unit.



## SECTION 21.01 VERBAL COACHING, COUNSELING MEMORANDA AND PERFORMANCE IMPROVEMENT PLANS

- The Department Head or designee and the employee involved are encouraged to resolve matters informally. Each side shall extend good faith effort to resolve the matter at the earliest possible time. Discipline shall not be implemented until one of the following steps has occurred:
- (a) The Department Head or designee shall issue a counseling memorandum (memo) when an issue has been identified. The purpose of the counseling memo is to make the employee aware of the issue as well as any county policies related to the issue. Counseling memos are to be informative and constructive exchanges privately between the Department Head or designee and the employee. Counseling memos are not considered discipline and are not to be used as reprimands or used to deny promotional opportunities. The Department Head or designee will attempt to assist the employee in finding means to correct the issue.



## SECTION 21.01 VERBAL COACHING, COUNSELING MEMORANDA AND PERFORMANCE IMPROVEMENT PLANS

- Or;
- (b) The Department Head or designee shall issue a Performance Improvement Plan (PIP). The purpose of the PIP is to make the employee aware of the issue as well as any county performance standards related to the issue. The Department Head or designee will attempt to assist the employee in finding means to correct the issue. PIPs shall have specific standards for the employee to follow related to the issue and will be given a time frame, not to exceed six (6) months, to review the employee's progress and determine if further action is needed. PIPs are not considered discipline and are not to be used as reprimands; however, a representative would be allowed if requested by the employee during the issuance of the PIP. If the employee is not afforded representation during the issuing of the PIP, the PIP cannot be used for discipline.
- (c) Verbal coaching may or may not have preceded the counseling memo; it is at the discretion of the Department Head or designee any time prior to discipline. Verbal Coaching is not considered discipline.
- (d) Non-members will be advised of their right to provide their own representation.



# MISCELLANEOUS CHANGES AND ADDITIONS

- **Update all references of Step Increments so that language matches future state of Steps (i.e.: hiring at Step 3 now that Steps 1 & 2 are eliminated, etc.).**
- **Update all references of “his/her” to “Their” throughout the CBA.**
- **Add relevant MOA’s to the contract.**
- **Appropriately renumber Section 17.**
- **Renumber Articles and Sections in 19, 20 and 21, after deleting Article 18.**
- **Update all references of “Health and Human Services” to “Department of Health” and “Mental Hygiene and Social Services” throughout the CBA.**
- **Update Section 8.07 calculation to remove “sick leave bonus”.**

# IMPORTANT NOTE

- ANY provision of the contract not specifically shown in this PowerPoint remains the same and in full force moving forward.
- The only clauses or sections of the contract changed are referenced in this PowerPoint



# THANK YOU

- Thank you to the negotiation team
- Don Williams, President, Unit 6300
  - John Sedota
  - Renee Culver
  - Lisa Fochtman
  - Jeff “JJ” Johnson
  - Travis Weise
  - Bonnie Peters
- Lynn Miller, CSEA LRS
- Joe Cox for Tech Support and conducting this Online Meeting