

AGREEMENT
by and between the
COUNTY OF CHAUTAUQUA



and

**CSEA, Local 1000 AFSCME,
AFL-CIO**



COUNTY OF CHAUTAUQUA UNIT #6300
Chautauqua County Local 807

January 1, 2024 - December 31, 2027

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

ARTICLE 1. RECOGNITION

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

Section 1.02 Union Deductions. Upon presentation to the Employer of appropriate deduction authorization cards signed by the individual employee, the Employer shall make those deductions from the wages of the employee for dues and other union sponsored programs as set forth below, and remit the monies so deducted to the 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.

Section 1.03 Hold Harmless. The Association agrees to indemnify the County and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that may be taken by the County for the purpose of complying with the provisions of such deductions as are herein set forth, or in reliance upon any authorization card or list relating thereto which is furnished to the County by the Association.

Section 1.04 Right to Representation.

- (a) The Employer agrees that CSEA has the right to represent all Permanent Regular 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 Employer agrees to provide the CSEA President, or their 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.

- (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.
- (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 1.05 CSEA Bulletin Boards. Notice of CSEA meetings and CSEA activities may be posted on county bulletin boards in those work locations previously designated by the former Labor Management Committee, where CSEA has bulletin boards provided at its expense, which are reserved for its exclusive use. Additionally, provided that the County maintains an intranet system, CSEA shall be entitled to have an electronic bulletin board on the County Intranet for the purpose of posting CSEA meetings and activities. All postings shall meet the approval of and be managed by the County's Director of Information Services, Chief Information Officer, or other designated person. CSEA retains the right to approve suggested changes by the County.

Section 1.06 No Strikes. CSEA affirms that it does not assert the right to strike against the Employer, to assist or participate in any strike, slow down, or demonstration interfering with the departmental operations of the Employer, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such strike.

Section 1.07 Controlling Laws. The Public Employees Fair Employment Act, Civil Service Law, Local Laws, rules and resolutions of the County of Chautauqua, and all other applicable statutory laws of the State of New York and the United States shall govern the terms of this Agreement except such rules and resolutions of the County of Chautauqua which conflict with this Agreement, in which event the terms of this Agreement shall be controlling.

Section 1.08 Union Release Time.

(a) Grievances and Contract Matters.

(1) CSEA members shall incur no loss in pay for administering this Agreement to include such things as processing grievances, negotiating contracts and other items limited to the administration of the Agreement, except that not more than one (1) member shall be paid for processing a grievance except for the CSEA President or their designee as provided for in paragraph (c) below, nor more than seven (7) members paid for negotiating the contract.

(2) An aggrieved employee who has either chosen to be present or who is compelled to testify in either a Step 3 or arbitration grievance proceeding shall incur no loss in pay for attendance at such proceedings. Additionally, if such attendance is beyond the aggrieved employee's scheduled hours on the date of the proceeding, the aggrieved employee shall receive a stipend for attendance equal to the additional unscheduled hours of attendance multiplied by the employee's base hourly rate. Such attendance is not considered hours worked for the purposes of calculation of overtime.

(b) CSEA Conventions, Seminars and Workshops. The County shall allow a total of three hundred (300) work hours per year to the designated representative(s) of the President of CSEA Unit #6300 to attend, without loss of pay or accrued leave benefits, CSEA conventions, seminars or workshops. Such time off without loss in pay shall require certification in advance by the President of CSEA Unit #6300. A copy of the certification shall be given to the Director of Human Resources.

(c) President Release Time & Rights. The President of CSEA Unit #6300 or their designee shall be allowed full release time with pay for purposes directly related to the contract or other Union functions. Such President shall receive increments if due in the same manner as any other County employee who performs satisfactorily. The release time for such President or their designee shall be excluded from the aggregate total of 300 hours in paragraph (b) above. Upon leaving the office of President, they shall be returned to the position and, if it still exists, the assignment that the employee held prior to holding the office of President.

(d) CSEA Statewide Board of Directors. An employee of the County who is selected as the representative of the Local to the CSEA Statewide Board of Directors shall be provided twenty (20) working days of leave per year without loss of pay or leave benefits. CSEA Inc., agrees to reimburse the County the employee's daily rate of pay for each day actually taken by the employee under this provision as well as for other benefits which

the employee is provided and which cause the Employer to expend funds over and above the employee's daily rate of pay for those benefits (e.g. FICA and Retirement contributions). The extent of the Union's liability shall be limited to the cost per day of such benefits for each day the employee actually uses the leave provided herein.

ARTICLE 2. BARGAINING UNIT

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

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

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

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| Deputy Probation Director | Secretary to County Attorney |
| Director, Chautauqua County Youth Bureau | Secretary to County Executive |
| Director, North Chautauqua Lake Sewer District | Secretary to Director of Human Resources |
| Director, So. & Center Chaut. Lake Sewer District | Secretary to the Legislature |
| Director of Administrative Services | Senior Aide (Assigned through Office for the Aging whose salaries are totally federally funded). |
| Director of Central Services | Senior Personnel Technician |
| Director of Certification | Senior Project Coordinator (Transportation) |
| Director of Community Mental Hygiene Services (Pending approval by PERB) | Sheriff |
| Director of Economic Development | Social Services Attorney |
| Director of Emergency Management and Civil Defense | Special Projects Coordinator (IDA) |
| Director of Finance | Staff Development Supervisor |
| Director of Health Services | Supervising Clinical Psychologist |
| Director of Human Resources | Supervising Psychiatric Social Worker |
| Director of Information Services | Undersheriff |
| Director of Intermunicipal Services | Workers' Compensation Administrator |
| Director of Medical Assistance | |
| Director of Nursing Services | |

ARTICLE 3. MANAGEMENT RIGHTS

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

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

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

ARTICLE 4. LABOR RELATIONS COUNCILS

Section 4.01 County Labor Relations Council. Labor Relations Council will be determined by the LRC By-Laws.

Section 4.02 Department Labor Relations Councils.

- (a) Under the direction of the Department of Human Resources, departmental and/or team Labor Relations Councils (LRC's) shall be established.

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

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

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

ARTICLE 5. TYPES OF EMPLOYEES

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

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

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

Section 5.03 Temporary Position. A temporary position is one that is created for the purpose of accomplishing a specific job for a period of time established by the County Executive. An employee in a temporary position is entitled according to law and rules to benefits if the position is established for a period of one (1) year or more.

Section 5.04 Temporary Employee. A temporary employee is appointed on a full time basis for a specific period of time to a regular position or a temporary position. Only employees temporarily appointed for a one (1) year or more period are entitled according to law and rules to benefits. Also, employees appointed temporarily from certified eligible lists to encumbered positions are entitled according to law and rules to benefits. Seniority and longevity accrue for a

temporary employee who becomes permanent without a break in service from the date of the temporary appointment.

Section 5.05 Seasonal Employee. A seasonal employee is appointed to a position that is filled at a given time of year every year on a full time basis for a specific period of time. If the appointment is of other than a permanently appointed county employee there is no benefit entitlement regardless of time worked nor does longevity or seniority accrue. Seasonal appointments shall not exceed nine (9) months.

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

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

ARTICLE 6. WORK WEEK

Section 6.01 Forty Hour Work Weeks.

The regular work week for the following departments and divisions is forty (40) hours:

- (a) Department of Public Facilities
- (b) North Chautauqua Lake Sewer District
- (c) South/Center Chautauqua Lake Sewer District
- (d) Office of the Sheriff — Clerical staff
- (e) Employees whose work week has been set at 40 hours using the process described in Section 6.13.

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

- (a) Department of Finance — Payroll Division
- (b) Office of Probation
- (c) Employees whose work week has been set at 37 1/2 hours using the process described in Section 6.13.

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

Section 6.04 Start of Work Week. The work week shall start at 12:01 A.M. Monday for all departments.

Section 6.05 Pay Period. The County may, after input and consultation with the Union, implement a change in the pay period to start on a Monday and end on a Sunday with pay

periods running concurrently with the work week provided there is no negative financial impact on the employee.

Section 6.06 Work Day.

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

Section 6.07 Tardiness. Penalties for tardiness shall result in deduction in pay according to the following chart:

| Minutes Late | Pay Deductions |
|--------------|----------------|
| 0-7 | 0 |
| 8-23 | ¼ hour |
| 24-37 | ½ hour |
| 38-52 | ¾ hour |
| 53-60 | 1 hour |

Section 6.08 Shifts. Some departments must have, because of the nature of their work, specifically designated shifts and split shifts in order to cover round-the-clock operation. The designation of this type of schedule shall be the responsibility of the Department Head concerned, subject to the provisions of Section 14.07.

Section 6.09 Schedule Changes. Schedule changes, assignments to shifts, and permanent work location changes shall be noticed at least two (2) weeks prior to the effective date thereof and no unreasonable changes will be made during said two (2) week period.

Section 6.10 Travel Hours to be Included in Work Week.

- (a) When an employee who is paid on an hourly basis is outside the county on county business, such person shall be paid only for the hours of their regular shift except that in addition thereto, such person shall be paid for time actually traveled when such travel is not performed during such work shift and shall also be paid for time spent while actually working on county business in addition to such regular work shift.
- (b) When a Department Head approves an employee's attendance at training, conferences, convention or meetings away from their normally-assigned work location, such employee will take all reasonable efforts to car pool with other employees traveling to the same training, conference, convention or meeting. Regardless of who is driving to such training, conference, convention 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, convention or meeting results in the employee working beyond their regular hours for any day, such hours beyond the regular work day shall be considered additional work time and paid as such or compensable time shall be given equal to the additional work time, as mutually agreed upon by the employee and the Department Head.
- (c) When an employee is traveling as part of their 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 their normally-assigned work location to receive instructions, pick up materials needed to perform their job, or to perform other work duties, the travel time from the normally-assigned work location to or from another job site also shall be counted as hours worked.

- (d) When an employee travels from home to their first job site, hours "on the clock" begin when the employee reaches the first job site, or would have reached their normally-assigned work location if the employee had traveled directly to the normally-assigned work location, whichever is earlier. When an employee travels from the last job site to home, hours "on the clock" end when the employee leaves the last job site, or would have left the normally-assigned work location to arrive home at the same time, whichever is later.

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

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

Section 6.13 Increase in Work Week.

- (a) A Department Head may increase the regular work week of their department from thirty-five (35) hours to thirty-seven and one-half (37-1/2) or forty (40) hours with the approval of the County Executive.
- (b) In the event that a department work week is increased per this section, individual employees may exercise the option to remain on the shorter work week. In such a case the employee will retain full time status but will accrue paid leave on the basis of the shorter work week. The employer and/or its representative shall not pressure nor otherwise discriminate against an employee who does not wish to change their work week.
- (c) If, after adopting an increased work week a Department Head wishes to return to a thirty-five (35) hour work week, they may request permission from the County Executive to reduce the hours.
- (d) At least two (2) weeks' notice will be given department employees in the event of a change in the normal work week. Employees who choose to remain on the shorter work week must notify the Department Head in writing at least one (1) week prior to the scheduled change.
- (e) Two (2) weeks prior to the implementation of an increase or decrease in the regular work day and/or regular work week, as set forth in Section 6.13 (a) & (c) respectively, the Department Head shall meet with representatives of the Union to review the mutually agreeable established guidelines for the change to insure that such guidelines pertain to circumstances under which the change in the hours of work is to take place.

Any modifications in the guidelines shall, as necessary, be mutually established by the representative of the employer and Union during the two (2) week period.

- (f) The Employer or a Department Head shall not increase the hours of work of the employees in their department to circumvent Sections 7.03 and 7.04 or other appropriate provisions of this contract.
- (g) The Employer or a Department Head shall not be allowed to reduce the hours of work of any employee below the level the employee would work in accordance with the hours in a work week set forth in Sections 6.01, 6.02 and 6.03 of this Article.
- (h) Guidelines for Increasing Department Workweeks.
 - (1) "Department" may be equally applied to entire departments or to individual sections of a larger department.
 - (2) It is agreed that the county will endeavor to provide three (3) weeks' notice, if possible, and the employee will endeavor to provide two (2) weeks' notice, if possible. No violation, however, would apply as long as Section 6.13 (d) is observed.
 - (3) Section 6.13(e) is here clarified that the purpose of the meeting is not to negotiate details of the changed work week, but to insure that the changes proposed are within these guidelines, and to answer any questions which may arise out of unusual circumstances in the department.
 - (4) Employees' hourly rates of pay shall remain the same. Cents-per-hour longevity rates will be recalculated upon the new work week.
 - (5) Accruals
 - A) Hourly leave accrual balance will be carried forward unchanged. No employee will suffer a loss of accruals due to an increase or decrease in the work week.
 - B) "Day" for monthly or pay period accrual rates will be calculated as follows: Scheduled hours in work week divided by five (5).
 - C) If an employee chooses to remain on the shorter work week, they will have benefits calculated on the basis of that work week.
 - D) It is agreed that no percentage (less than full time) employee will lose benefits as a result of a change in the work week moving them below the fifty percent (50%) or ninety percent (90%) benefit cut-offs.
 - E) The Department Head will set starting and ending times for shifts, and will set the amount of unpaid time for meals, as well as the hour at which meals may be taken. No employee will be regularly scheduled to work for more than eight (8) hours per day or have less than one half (1/2) hour for lunch without their written consent, except as provided in a four (4) day work week.
 - F) All employees entering the department after the work week is increased shall work the increased schedule. The department shall advise the entering employee of the option for the department to return to a shorter work week.
 - G) If the Department Head determines that the work week should be decreased or returned to thirty-five (35) hours, they will provide at least two (2) weeks' written notice to all employees.
 - H) If during the first two (2) years of a department's increased work schedule, a lay-off of any department employee is planned, the Department Head shall meet with the Union two (2) weeks prior to the effective date to discuss the

proposed lay-off as it relates to the extended work week.

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

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

- (a) A Department Head may change individual positions from a five (5) day work week to a four (4) day work week with the approval of the County Executive. The total of the weekly scheduled hours for the position shall not change, except as otherwise provided in this agreement. Prior to implementation of a four (4) day work week, the Department Head shall meet with the President of the union and review the plan. Union concurrence shall not be required. No employee shall be required to work a four (4) day work week. When from an operational point of view, as determined by the Department Head, this alternative work schedule can be made available to employees performing similar work within the affected work group, the alternative work schedule shall be made available to said additional employees.
- (b) At least two (2) weeks' notice prior to implementation will be given to an employee appointed to the specific position that will be changed from a five (5) day work week to a four (4) day work week. Upon two (2) weeks' notice, based upon operational needs, a Department Head may revert some or all of the employees back to a five (5) day work week. Prior to reverting to a five (5) day work week, the Department Head shall meet with the President of the union and review the plan. Union concurrence shall not be required.
- (c) Employees scheduled to work a full-time, four (4) day work week will accrue paid leave credits for vacation, sick leave and personal leave at the rate appropriate for the weekly scheduled hours for the position in accordance with Section 6.13(h)(5)(B) above.
- (d) Bereavement leave pay as provided in Section 11.04 shall be granted as expressed in number of consecutive hours. It shall be calculated by multiplying the number of bereavement days granted by scheduled hours in work week divided by five (5).
- (e) During a work week that includes a holiday as observed in Section 11.05, the employee working a four (4) day work week will have their daily scheduled hours decreased to the work hours for a five (5) day work week. The holiday will be paid at the rate for a "day" as calculated in accordance with Section 6.13(h)(5)(B) above.

Section 6.16 Required Availability via Cell Phone.

- (a) 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 the employee is not scheduled to work. For purposes of this Section, "required" shall mean mandated by their 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:

| Department | Title / Date MOA Signed |
|----------------------------------|---|
| Mental Hygiene & Social Services | Caseworker (Child Protection) |
| Mental Hygiene & Social Services | Senior Caseworker (Child Protection) |
| Mental Hygiene & Social Services | Case Supervisor B (Child Protection) |
| Mental Hygiene & Social Services | Caseworker (when performing Child Protection duties) |
| Mental Hygiene & Social Services | Senior Caseworker (when performing Child Protection duties) |
| Department of Health | Case Supervisor B (when performing Child Protection duties) |
| Department of Health | Public Health Sanitarian (when on-call for hazardous spill/bioterrorism duty) |
| Department of Health | Nurse Practitioner (Public Health) |
| Information Technology Services | Senior Systems Analyst |
| Probation | Probation Officer |
| Probation | Senior Probation Officer |
| Probation | Probation Assistant |
| 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) |

- (c) 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.
- (e) 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 seventy-five dollars (\$75) per on call shift in addition to pay pursuant to Article 7 of this Agreement.

ARTICLE 7. UNSCHEDULED TIME/CALL IN

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

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

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

Section 7.04 Payment for Unscheduled Time. When an employee is called in to work for a period of unscheduled time, they shall be paid from the time of the call provided the employee reports within one (1) hour of the call, or from the time of arrival on the job if beyond one (1) hour from the call.

ARTICLE 8. WAGES - RATE OF PAY

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.
- (c) All employees assigned a county email account shall receive pay/payment stubs from the portal connection to that email account. At the employee's option, they may provide their personal email account to receive payment stubs. Personal email may be revoked at any time upon a two (2) week notice given to the Department of Information Technology Services. The county shall not disclose the employee's personal email address.

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%).
- (e) The wage rates of bargaining unit employees who are not covered by the present schedule of grades and steps shall also be increased by the increases set forth above.

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.

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.

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; and will be eligible for Step 4 effective 7/1/2024.
- 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 8.03 Starting Wages, Increments and Annual Evaluations.

- (a) Salaries are fixed with one or more increments up to a maximum salary for the position.
- (b) Steps.
 - (1) Employees shall be hired at Step 3, except as provided in Section 8.03(b)(2).
 - (2) The County may offer a starting wage above Step 3 when the County determines a higher starting wage is necessary in order to hire whom the County considers the best candidate for the position.

- A) Any classification or title affected by a new hire at higher than Step 3 will automatically be referred to the Reallocation Committee for analysis and review.
 - B) When a new employee is hired above Step 3, the County will review all employees in the classification or title affected by this action, who are being paid less than the offered starting wage, to determine whether their education, experience, and performance, as determined by the County, justifies an increase in their wage rates. The County shall thereafter adjust their wage rates to the extent appropriate. Any employee who believes they have been treated unfairly under this provision may request a review of their education, experience, and performance by a committee consisting of: the President, CSEA Unit #6300; the Department Head; and the Director of Human Resources. The decision of this committee shall be final.
- (3) Full time and part-time employees with benefits may proceed to Step 4 and beyond under the procedures which follow. All other employees will not proceed beyond Step 5.
- (4) Every employee, whether eligible for an increment or not, shall have an annual performance evaluation. Evaluations shall be a tool to determine an employee's eligibility for an increment and to encourage and enhance the work performance of employees who have reached the top step of their grade.
- A) Annual evaluations may be used to deny an increment but cannot be used to deny any other benefits provided under the contract. Annual performance evaluations shall not form the sole basis upon which disciplinary action is based. Assessments of an employee's performance should occur throughout the evaluation period and where correction is needed action to assist the employee in improving their performance, such as performance improvement plans (PIP), shall be taken in a timely manner and not delayed until the annual performance evaluation.
 - B) Step increments 4 through 11 are NOT mandatory and each employee shall be entitled to an increment only when their work is such that their appointing authority shall determine their eligibility based on the criteria set forth in this paragraph (6), as determined during the annual employee evaluation process and files a Report of Personnel Change (RPC) or its equivalent form recommending the increment. In making recommendations, the head of a department will consider the following; attitude toward job, fellow workers and the public, knowledge, quality of work, cooperativeness, i.e., follows directives and standards of practice, initiative, desire to learn, attendance, and conformity to accepted work standards, and suitability for the job assignment as demonstrated during the scope of the annual evaluation period.
 - C) Employees who have been on paid or unpaid leave for a majority of the annual evaluation period shall not be eligible for an increment, and shall not otherwise be eligible for an increment until the employee has been in active employment status for at least six (6) months. Upon return to active employment status an employee shall be eligible for an increment on the first evaluation period (July or January) next following the completion of six (6) months of active employment.

- D) The evaluation criteria shall be provided to the employee at the beginning of the evaluation period along with any specific performance standards that may be set by individual Department Heads. Performance standards must relate to the duties and responsibilities of the employee's title. Receipt by the employee of such performance standards, shall be acknowledged in writing by the employee at the time of presentation. In instances where concerns are identified anytime during the evaluation period, the rater will meet with the employee anytime during the evaluation period to discuss the areas where the performance standards are not being met and to propose remedial action to correct the deficiencies. Notice in writing stating a reason for not receiving the increment will be given thirty (30) days in advance to any employee who is not being recommended for an increment to which they would otherwise be entitled.
 - E) In the event an employee, at the time an annual performance is due, is out of work due to illness or other approved leaves of absence for less than a majority of the evaluation period, that employee shall have their evaluation conducted within three (3) business days of their return to active duty status, notwithstanding any other provision of this Section 8.03 (b)(6). If eligible for an increment the employee shall receive the retroactive increment thirty (30) days thereafter.
 - F) In no event will an increment be denied when the employee has not received their annual evaluation before the denial notice is sent, the thirty (30) day notice is not given on a timely basis, or the appointing authority has failed to follow the provisions of this paragraph (6).
 - G) An employee not receiving an increment at their annual review who is otherwise eligible shall be evaluated for increment consideration within the next six (6) month period.
- (5) Once an increment to Step 4 is approved, it shall go into effect the earlier of either the 1st of January or the 1st of July, whichever is at least six (6) months following the date the Step 3 increment was granted.
 - (6) Steps 5 through 11 may be granted in succession, annually, on the anniversary date of the Step 4 increment.
- (c) Increment eligibility upon changing titles and/or grades. A regular full time employee becomes eligible for an increment on the 1st day of January or 1st day of July after the employee has completed six (6) months service in the new title or grade and thereafter annually on the anniversary of that increment.
 - (d) Increment eligibility upon changing from part-time (less than 50%) to regular full-time status. An employee who has attained Step 3 and moves from part-time (less than 50%) to regular full time status, becomes eligible for an increment on the 1st day of January or 1st day of July after they have completed six (6) months service in regular full-time status and thereafter annually on the anniversary of that increment.
 - (e) Advanced Increments. With the approval of the County Executive, the head of a department may grant an increment prior to the anniversary date for the next annual increment when they determines it to be merited. The President of the CSEA Unit #6300 shall be notified of this event.

- (f) Employees who terminate employment at higher than Step 3 and who are subsequently re-employed within one (1) year at the same or lower grade may be placed at the same step they held at separation, subject to the discretion of the appointing authority. However, such employee shall not be placed at a Step lower than Step 3. Calculation of time toward the next increment shall be from the date of re-employment.
- (g) Employees that have attained a step higher than Step 3, who resign full-time employment but continue employment as part-time (less than 50%), temporary, seasonal or substitute in the same grade may be placed at the same step they held at separation, subject to the discretion of the appointing authority. Such employees shall not be eligible for further step increases.
- (h) Employees who are recalled to employment from lay-off in the same salary grade held at time of lay-off, shall be placed on the salary step that they would have attained had such lay-off not occurred, provided the employee's last performance evaluation was satisfactory.

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.
- (b) All employees who are demoted to a lower grade shall have the time spent in the higher level position and/or time which was credited to the employee on their date of hire in accordance with their original placement on the salary schedule added to the time previously spent in a lower level position to determine the appropriate step in the lower grade.
- (c) An employee whose position is reclassified to a classification allocated to a lower grade, shall have their rate of pay frozen ("red-lined") until such a time as the rate of pay is equal to or less than the same step on the appropriate wage schedule.

Section 8.05 Reallocation.

- (a) For purposes of this Section, "reallocation" shall mean the change of a job title from its presently assigned pay grade to a different pay grade on the graded salary plan.
- (b) An employee, group of employees holding the same job title, or a Department Head may request a review of the pay grade assigned to their own or their employee's job title. Such request must be in writing and be directed to the Director of Human Resources stating the justification for the proposed change in pay grade and any facts supporting the change.
- (c) The Director of Human Resources, the County Executive and the President of CSEA Unit #6300 shall review the requests for reallocation within thirty (30) working days the request is submitted. The Committee shall render a decision within ten (10) working days after the committee meeting. Thereafter, the decision of the committee shall be transmitted to the County Legislature for the next month prefile deadline. Any time limits may be extended by mutual agreement.
- (d) Any change in grade will be effective as of the date the resolution is passed by the County Legislature.

- (e) Failure by the Employer to meet the time frame set out in this Section will not constitute approval of the request.

Section 8.06 Reclassification.

- (a) "Reclassification" is a civil service term meaning the change of a position from one job title (job class) to another because of a permanent and material change in the duties of that position.
- (b) The reclassification of positions is governed solely by the New York State Civil Service Law and Rules.
- (c) The Director of Human Resources as Personnel Officer under Civil Service Law has sole authority to classify and reclassify positions represented by CSEA Unit #6300.
- (d) The Civil Service Rules provide for a process whereby:
 - (1) an employee or a Department Head may make application for the reclassification of a position;
 - (2) the Department of Human Resources conducts a review of the duties and makes a determination as to the proper classification;
 - (3) notice of the classification determination is given to the employee and Department Head;
 - (4) a reasonable opportunity is given for persons to submit facts in connection with the reclassification;
 - (5) a final determination is issued by the Director of Human Resources.
- (e) Copies of the Civil Service Rule regarding reclassification and form to request a classification review are available from the Department of Human Resources.

Section 8.07 Overtime and Compensatory Time.

- (a) All employees covered by this Agreement will be paid at the rate of one and one half times their regular rate for all hours worked over forty (40) per week.
- (b) The following items shall be included in the calculation of the base hourly rate for the purpose of calculating overtime as required by the Fair Labor Standards Act: In charge premium and shift differential payments made, longevity pay, uniform allowance payments made, meal allowance payments made and sick leave bonus payments made.
- (c) Payment made for the following negotiated items shall also be included in the calculation of the base hourly rate for the purpose of calculating overtime: vacation, sick leave, personal leave, holiday and bereavement.
- (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:

$$\frac{(\text{Longevity pay} + \text{uniform allowance} + \text{meal allowance})}{2080 \times 0.5} = \text{AC}$$

- (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) months from the date accrued. If not used within nine (9) 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 8.08 Shift Differential.

- (a) All employees who work on a shift where two (2) or more hours of the basic work hours are between 6 P.M. and 6 A.M. shall receive an additional one dollar (\$1.00) per hour for all hours worked.
- (b) This shift differential shall not be used in determining rate of pay for such employees while on any type of paid leave.
- (c) Shift differential will be paid as appropriate for bereavement leave, union business (as provided in Section 1.08), military leave, jury duty and volunteer firefighter/rescue unit duty.

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;
 - (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;

(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.

(b) Applicable Equipment. The premium rates set forth in paragraph (a) above shall apply to the following equipment:

| | |
|----------------------------------|---|
| #28 Oiler | Paint Machine (Driver/Operator) |
| Arial operator bucket truck | Paver (2 Operators) |
| Articulated Dump | Post Pounder |
| Bulldozer | Rodder Truck |
| Chip Spreader (Operator) | Rollers |
| Cranes (Operator & Assistant) | Self-propelled Brooms |
| Excavator/Backhoe | Semi Tractor (over the road) |
| Flush Truck | Shoulder Machine (self-propelled & mounted) |
| Fuel Truck | Skid Steer Loader |
| Graders (Power) | SCCLSD Camera Truck Operator |
| Loaders | Snow Blowers – Truck or Heavy Equipment Mounted |
| Mobile and Stationary Compactors | Weed Sprayer |
| Highway Roadside Mowers | Airport Snow Plow Trucks (Heavy Duty, not pick-up trucks) |

(c) Hazardous Materials.

(1) Employees, other than MEO's, operating (driver) certain vehicles during periods when these vehicles are properly placarded for transporting hazardous material shall be paid an hourly premium of one dollar (\$1.00) per hour for all hours operating such vehicles.

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

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

(d) Snow Removal Equipment.

(1) Truck Drivers assigned to snow removal equipment for the winter season shall be paid at the MEO rate, in accordance with Sections 8.04(a) and 8.09(a)(1), for the entire season.

(2) DPF Carpenters seasonally assigned to snow removal equipment for the winter season shall be paid an hourly premium of one dollar (\$1.00) per hour for the entire season.

(3) Skilled Road Maintainer and Road Maintainer assigned to snow removal equipment for the winter season shall receive truck driver rate for the entire season. When engaged in snow removal they shall receive MEO rate in accordance with Section 8.04(a) but will not receive the premium as in Section 8.09(a)(1).

- (4) Skilled Road Maintainers and Road Maintainers not assigned to snow removal equipment for the winter season shall be paid at the MEO rate for only those hours operating such equipment in accordance with Section 8.04(a) but not in accordance with the premium rates as provided in Section 8.09(a)(1).
- (5) Sections 8.09(d) 1, 2, 3, 4 will apply at all other times not falling within the scheduled winter season.
- (6) For purposes of this Section, "winter season" shall mean the time frame that the County posts as the winter shift.
- (e) New or Unlisted Equipment. When the County acquires new equipment which is not listed in this Section, or when CSEA desires to have previously acquired equipment listed in this Section, CSEA may refer such listing issue to the appropriate LRC for discussion at its next regularly-scheduled meeting, and for subsequent resolution.
- (f) Leachate Hauling. Road Maintainers and Skilled Road Maintainers assigned to leachate hauling duties shall be paid at the appropriate Motor Equipment Operator rate. All qualified Transportation Division employees assigned to leachate hauling shall receive the premium hourly rate of one dollar and forty- five cents (\$1.45).

Section 8.10 Hours of Pay for Specific Titles. Notwithstanding the above, Skilled Road Maintainers, Road Maintainers or Road Maintainer Trainees shall be paid at the Truck Driver rate for all hours working as a Truck Driver if such hours during any one (1) day are less than five (5) hours. If the hours worked as a Truck Driver in any one (1) day total five (5) hours or more, such employee shall be paid at the Truck Driver rate for the full day. However, this does not apply when such employee is operating snow removal equipment.

Section 8.11 Commercial Driver's License Holders. The terms and provisions of the 1995 Memorandum of Agreement as amended regarding the impact of new New York State requirements pertaining to Commercial Drivers' Licenses and endorsements shall continue to be a part of this Agreement.

ARTICLE 9. LONGEVITY

Section 9.01 Eligibility and Amount.

- (a) Longevity increments shall be granted to county employees after seven (7) years of continuous service. Effective 2024, the employee shall receive sixty dollars (\$60.00) for each year of service with the County.
- (b) Part-time employees shall receive a pro-rated amount of longevity based on their percentage of full-time employment at the time of the issuance of longevity payments.

Section 9.02 When paid.

- (a) All employees eligible for longevity increments shall be paid in a separate lump sum on the first 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) or more full years of employment shall be paid the appropriate longevity with the last paycheck.
- (c) An employee who has completed seven (7) 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.

ARTICLE 10. REIMBURSABLE EXPENSES

Section 10.01 Travel.

- (a) An employee shall be reimbursed for all mileage traveled on county business minus normal commutation and personal business, unless otherwise indicated in this Section. The normal commutation shall be defined as the distance between the employee's home and the employee's normally assigned work location (facility where a majority of employee's time spent). Such reimbursement shall be at the appropriate IRS rate. Each employee shall have only one normally assigned work location.
- (b) Notwithstanding the language set forth above, any employee who travels outside the County on business, on any type of emergency basis and/or for the convenience of the County shall receive reimbursement for all miles driven.
- (c) Prior to reimbursement the employee shall be required to adequately account for all miles to be reimbursed by filing a travel expense voucher with the Department Head or their designee for approval.
- (d) Under no circumstances shall additional mileage be allowed for more than one person traveling in the same vehicle.
- (e) Parking, garage storage expense, Thruway and other tolls, and travel by public transportation shall be reimbursable and must be supported by receipts, ticket stubs, or other evidence of amounts.
- (f) No receipt shall be required for bus or subway fares, or for NYS Thruway fees between any exit in Chautauqua County and Buffalo.
- (g) Every effort shall be made so that more than one employee can ride in the same car when traveling to the same place.
- (h) Not more than one (1) round trip shall be reimbursed on each occasion in going to and from places of public transportation.
- (i) When for the benefit of the County an employee is required by the Department Head to drive their personal vehicle to a temporary work station for which transportation is not provided by the county, the employee shall receive mileage for such trips.
- (j) If an employee is required to drive as part of their employment duties, and driving from home at the beginning of the day or to home at the end of the day results in more efficient use of work time, is convenient for the department or the department's clients, or for any reason is approved by the Department Head, such expenses related to driving from or to home will be reimbursable.

Section 10.02 Parking. An employee whose normally assigned work location is in the City of Jamestown shall be reimbursed up to a maximum of sixty dollars (\$60) per month for parking expenses upon submission of a paid receipt.

Section 10.03 Meals.

(a) Generally, meals are not reimbursable unless otherwise stated in this section.

| Meals are reimbursable when | Reimbursable Amount | Required Documentation |
|--|---|---|
| An employee travels outside the County on County Business. | The lesser of the actual allowable expenses ¹ or the per diem limit ² . | 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. |

| Meals are reimbursable when | Reimbursable Amount | Required Documentation |
|---|---|---|
| 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. In the case of DPF road crews the normally assigned work location shall be where the road crew is assigned. | The lesser of the actual allowable expenses ¹ or the per diem limit ² . 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. | 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. 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. |

| 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. | Within Chautauqua County: \$5.00 without a receipt, and up to a maximum of \$15.00 with a receipt. When out of County reimbursement is the lesser of the actual allowable expenses ¹ or the per diem limit ² . | Receipt. Supervisor approval. |

| Meals are reimbursable when | Reimbursable Amount | Required Documentation |
|--|---|---|
| Travel to/from a location that requires an overnight stay. 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. | The lesser of the actual allowable expenses ¹ or the per diem limit ² . The breakfast and/or dinner will be reimbursed up to the maximum amount of the meal per diem allowance specified for the lodging destination. No additional reimbursement is allowed for breakfast if it is included in the lodging cost. | 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. Notation that breakfast was not included as part of lodging costs. Names of all employees whose meal is included on any receipt being claimed for reimbursement. |

| Meals are reimbursable when | Reimbursable Amount | Required Documentation |
|---|-------------------------------|--|
| A DPF Transportation Division employee engaged in snow removal, ice control, weed spraying or a member of a paint crew shall be reimbursed for a meal 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 stipend. 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. If a DPF employee engaged in snow removal or ice control is called in to work on an unscheduled day they shall be entitled to a stipend for a meal for the first four (4) hours of work and shall be entitled to an additional stipend for each four (4) hours worked thereafter regardless of location. | Stipend of \$5 for each meal. | The supervisor shall be responsible for validating all eligible meals taken. |

Note 1 Taxes, tips and fees 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 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 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 10.04 Lodging. Arrangements for lodging will be made for the employee by the Department Head's designee. All claims for lodging shall be supported by receipts showing the amount, date, location and name of the hotel or motel. In case of double occupancy, receipts should show the charges for the person claiming the reimbursement.

Section 10.05 Convention or School. Registration fee of one hundred dollars (\$100) is allowed pursuant to Section 77-b of the General Municipal Law for the attendance at a convention or school conducted for the betterment of county government. A receipt for this expense when presented to the Finance Department should indicate if it covers anything more than actual registration fee or tuition.

Section 10.06 Mechanics' Tool Allowance.

- (a) An annual tool allowance of five hundred dollars (\$500.00) will be paid to each employee permanently appointed to and serving in the title of Mechanic I, Mechanic II, Mechanic III or Mechanic IV.
- (b) The tool allowance will be paid twice a year, in January and in July, in the form of a separate payment to each eligible employee, prorated based upon total number of hours worked in qualifying titles during the preceding six (6) months. The number of hours worked during that period will be divided by the hours for a full-time, forty (40) hour per week standard, and the resulting percentage will be applied to the semi-annual allowance of one-half (1/2) of the annual allowance. The maximum allowance payable will be two hundred fifty dollars (\$250.00) semi-annually. In the event the semi-annual allowance due is less than ten dollars (\$10.00), that amount will be rolled over until the next semi-annual payment is due and added to the amount due the employee, and paid at that time or at the time of separation from County service.
- (c) If such tools are lost, stolen or destroyed, the cost of replacement or repair shall be borne by the County. The DPF shall replace the lost, stolen or destroyed tool rather than reimburse the employee.

Section 10.07 Damages to Personal Property.

- (a) When an employee's automobile is damaged by a client in the conduct of County business, the County shall reimburse the employee for reasonable and necessary repairs upon presentation of documentation of the nature of the damage, how the damage occurred, and the cost of repair.
- (b) Damage Review committee shall be formed by March 1, 2005 for review of disputed claims and shall consist of four members: two of the representatives shall be CSEA members, one of whom shall be the CSEA Unit #6300 President, and two of the representatives shall be County managers, one of whom shall be an Assistant County Attorney.

- (c) When an employee's personal property is damaged, destroyed or stolen in the conduct of County business, the County is authorized to reimburse the employee for reasonable and necessary repairs or replacement upon presentation of the following documentation: time, date and location of the incident; extent of the damage; explanation of how the incident occurred; cost of repair or replacement; and other information as necessary to review the claim. In events where the employee negligently causes the loss, damage or destruction of the property, the County may waive payment of the claim. All claims shall be addressed within sixty (60) days.
- (d) To be eligible for reimbursement, the employee must demonstrate that no other sources of reimbursement for the damaged item (insurance or warranty) have been applied for and/or received before the county makes payment of the claim.
- (e) Effective January 1, 2006 the County will reimburse employees up to five hundred dollars (\$500) per calendar year for out-of-pocket expense for insurance deductibles not reimbursed by other means for damage to their private vehicles due to an accident incurred while on paid time in the conduct of County business where the employee is not at fault or negligent.
- (f) Appeals to this process must be filed with the Director of Human Resources.

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 10.09 Forms of Claims.

- (a) All claims for personal expense shall be submitted on the standard form approved by the Finance Department: which can be found on the County's intranet site. A Department Head may require the use of a special form when approved by the Director of Finance. Employees should submit an itemized claim in a timely manner after returning from official business travel. Required documentation generally includes:
 - (1) An original, signed copy of your standardized travel form
 - (2) Original itemized receipts for all actual and necessary expenses
 - (3) A certificate of attendance and/or completion if travel was for a conference or training, if available.
- (b) Beginning and ending points of travel, as well as miles actually driven, are required for mileage claims. Odometer readings may be used as well as the travel distances charts

prepared by the Department of Finance, which can be found as part of the County Expense and Travel Claim Form on the County's intranet site.

- (c) Expense claims shall be submitted to the Finance Department on a quarterly basis within 30 days of the end of each quarter. Claims in excess of \$50.00 may be submitted to the Finance Department at any time before the end of the quarter but no later than 30 days from the end of each quarter. Department Heads are responsible for establishing and communicating internal deadlines for employees to submit claims that allow for the timely submission of the claim to the Finance Department.
- (d) Expenditures made by County credit card shall be submitted for audit monthly to the Finance Department, by the 20th day of the month after the statement closing date. The submission shall include a copy of the individual credit card statement approved by the employee's Manager, original itemized receipts for all charges incurred during that month, and pre-approval documentation, if applicable.

Section 10.10 Travel Advance. The county shall advance an employee monies to pay for travel expense prior to the employee leaving on a county authorized business trip. The advance request must be approved by the Department Head and submitted with a travel authorization certificate. The advance will be paid in accordance with regular Department of Finance expense payments schedule. The final itemized expense claim must be submitted within five (5) working days after return.

Section 10.11 Allowance for Automobile Insurance Upgrade.

- (a) Effective January 1, 2006, employees who incur a higher cost for automobile liability insurance as a result of utilizing their private vehicle in the performance of their job duties shall receive a maximum reimbursement amount of two hundred fifty dollars (\$250) for any calendar year for the purpose of supplementing the difference in cost between private coverage and coverage for employees who use their personal vehicles while in the conduct of county business. The only employees eligible to receive this benefit are employees who transport clients in their personal vehicles as assigned.
- (b) To receive payment of the incentive amount up to the maximum limit, employees must submit proof of additional cost of the insurance to the appointing authority. Such additional coverage is not required by the county; however, the employee agrees to keep the insurance coverage in force during the balance of the calendar year in which the money for the upgrade is accepted by the employee.
- (c) Requests for payment are to be directed to the appointing authority.

Section 10.12 Electronic Payments. At the County's sole discretion, payments and reimbursements made pursuant to this Agreement may be direct deposited with the employee's financial institution of record for the direct deposit of their normal paycheck.

Section 10.13 Safety Footwear.

- (a) 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 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.
- (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 their 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.
- (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.

ARTICLE 11. PAID AND UNPAID LEAVES

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.

- (2) Accruals. For employees who are eligible for an increase in vacation accruals, such change in accrual rate shall be effective in the pay period in which their seniority date falls.
 - (3) Regular vacation credits shall accrue from the beginning of full time employment, provided the employee receives sixty percent (60%) of pay as defined in Section 6.06(b) in the payroll period, including when the employee is leaving County service.
 - (4) Vacation leave for employees may accumulate to a maximum of thirty-five (35) days by January 1st of each year.
 - (5) No employee may accumulate vacation accruals while on leave without pay.
 - (6) To the maximum extent possible, each employee's up-to-date vacation accruals shall be provided on the employee's pay stub.
- (b) Using Vacation Accruals
- (1) All requests to use vacation accruals must be in writing.
 - (2) Upon receipt of a request to use vacation accruals, a Department Head must inform the employee whether the request is approved or denied in writing within ten (10) working days. If the Department Head fails to respond to such a request within the allotted time, the request shall be considered approved.
 - (3) All requests to use vacation accruals shall be considered in order based on the date the request is received.
 - (4) If a Department Head receives requests to use vacation accruals from two (2) or more employees on the same day; and the Department Head determines that they cannot grant vacation to all of the employees requesting it, vacation requests shall be granted based on seniority as defined in Article 14 of this Agreement. In this instance, a Department Head may make temporary changes in shift assignments to cover absences.
 - (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.
- (c) Vacation Pay. Employees using vacation accruals shall be paid at their current hourly rate for each hour of vacation accruals used.
- (d) Selling Back Vacation Accruals
- (1) If an employee has used at least seven (7) days of vacation during any budget year, they can elect to sell back to the County their unused vacation accruals, as long as the employee keeps a minimum of ten (10) days of vacation accruals.
 - (2) If this election is made, the employee shall be paid for such accruals at their current hourly rate for each hour of vacation accruals sold back. This payment will be made by the first payroll in February.
- (e) Transfer. In the event of transfer to another department, vacation credits shall be used insofar as is practicable but any remaining credits shall be transferred with the employee.
- (f) Separation from Employment
- (1) Upon the resignation, retirement or death of an employee, the employee or their beneficiary shall receive payment at the employee's last hourly rate for all unused vacation accruals.

- (2) If an employee is laid off for an indefinite period, the employee may elect to be paid at their last hourly rate for all unused vacation accruals. After one (1) year of continuous layoff, the employee shall receive payment at their last hourly rate for all unused vacation accruals.

Section 11.02 Sick Leave.

- (a) Accruals. Sick leave shall be earned by a full time regular employee at the rate of one-half (1/2) day of leave per payroll period, provided that the employee receives 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) 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.
- (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.
 - (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.

- (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 certification necessary, but such requirement will not be a general rule.
 - (8) When a health care professional's certificate 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.
- (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 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.
 - (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.
 - (4) During the period of extended sick leave, the employee's vacation leave and sick accruals shall not increase, but the employer shall continue to pay its share of health insurance premiums, and shall provide the employee with any increments due and recommended by the department.
- (e) Use of 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 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.

- (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.
 - (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.
- (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 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.
 - (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.
 - (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.
- (g) Workers' Compensation under the Plan. Employees necessarily absent from duty because of an occupational injury, disease, or conditions as defined in the Workers' Compensation Law shall be eligible at the employee's election, for one of the following options:
- (1) Option I. The employee shall receive monetary benefits as provided by the Chautauqua County's Workers' Compensation carrier. Additionally, the employee may elect to utilize any accruals standing to the employee's credit to receive full pre-disability gross wages for such time as the employee has accrual credits.
 - (2) Option II. The employee may elect to utilize any accruals standing to the employee's credit to receive full pre-disability gross wages for such time as the employee has accrual credits. The County shall receive reimbursement for the monetary benefits as provided by law through Chautauqua County's Workers' Compensation carrier. Leave credits equal to the monetary value (computed to the nearest one-half (1/2) day) of the above Workers' Compensation credits paid to the County shall be restored to the employee's accrual credits.
- (h) Transfer. In the event of transfer to another department, sick leave credits shall be transferred with the employee.
- (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).

Section 11.03 Personal Leave.

- (a) Four (4) 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 2024 and each calendar year thereafter shall be eligible for a 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.
- (c) The personal leave conversion option in Section 11.03 (b) shall be included in the established annual vacation sell-back process.
- (d) A new employee shall be granted two (2) days of personal leave on their first day of work and if this is during the months of January through June, 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).
- (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 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.
- (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 thirteen (13) 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 | |

- (b) Working on a Holiday. Any employee may be required by their 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, they shall receive pay for the time worked plus a day's pay for the holiday or they shall be granted vacation time compounded by time and one half (1.5x) 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.
- (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 (1.5x) 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 11.06 Birth of Child and Adoption Leave.

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

Section 11.07 Military Leave. Military leave shall be as provided by New York State Statute. The County shall grant military leave with pay, not to exceed thirty (30) actual days with pay in each calendar year, for periods of such military service for "ordered military duty" as defined in New York State Military Law.

Section 11.08 Leaves of Absence Without Pay.

- (a) Any Purpose Other than Those Covered by Paragraphs 11.08(b) and 11.08(c). If requested, a Department Head may grant leaves of absence without pay for other purposes the Department Head may feel to be just and proper for a period of time not to exceed fifteen (15) working days in a calendar year. Any excess leave shall require the approval of the Director of Human Resources.
- (b) Leave of Absence Without Pay for Reasons Provided for by the Family and Medical Leave Act (FMLA).
 - (1) Employees must give notice to their department in the form of a request at least thirty (30) calendar days in advance of the need to take leave when the employee knows about the need for leave in advance and it is possible and practical to do so. If thirty (30) days advance notice is not possible because the situation has changed, the employee does not know exactly when the leave will be required or the need for leave is unexpected, the employee must provide notice of the need for leave as soon as possible and practical.
 - (2) Leave requests must be supplemented by medical certification that contains: contact information for the health care provider; the date the serious health condition caused absence from work and how long the inability to work will last; for leave due to the employee's own serious health condition, information showing that the employee cannot perform the essential functions of the job, for leave to care for a family member, a statement of the care needed; for intermittent leave, information showing the medical necessity for intermittent or reduced schedule leave and the dates or frequency and duration of expected incapacity due to the condition.
 - (3) Leave requests under this paragraph may be approved by the employee's Department Head for up to three (3) months in duration. Any excess leave shall require the approval of the Director of Human Resources.
 - (4) See Section 16.07 for Eligibility for Health Insurance Benefits for Employees on Leave due to Disability.
- (c) One Year Leaves of Absence Without Pay for Educational Purposes. Any appointing authority with the advance approval of the Director of Human Resources may grant a leave without pay to an employee of the county for a period not to exceed one (1) year for the purpose of enrolling in a recognized college or university to take a course that is allied to the duties of the employee. An employee on leave pursuant to this paragraph shall not earn sick leave, vacation or increment credits, nor shall the employee be entitled to health insurance benefits. The employee will return to work at the same grade and step as the start of the leave.

Section 11.09 Leaves of Absence With Pay. A full time employee with service in the County of two (2) or more years may be granted leave with a stipend, full or partial salary and/or expenses and tuition as authorized by Section 77-b of the General Municipal Law when approved by an appointing authority for the purpose of cooperation with the State or Federal Government or other educational training or recruitment program. Such leave shall require the approval of the County Executive, pursuant to the Administrative Code. The two (2) year service requirement may be waived in the case of those positions requiring in-service training

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

Section 11.10 Military Honor Guard. Upon notification to their immediate supervisor, an employee covered by this Agreement who participates in an official VFW or American Legion Honor Guard for a military funeral or in such capacity as an active reservist, will suffer no loss of wages or charge against any accruals, up to one-half (1/2) day for each occurrence, for such service to their country.

ARTICLE 12. JURY DUTY

Section 12.01 Regular county employees. Shall be entitled to their usual salary for the days they serve as a juror or are subpoenaed as a witness in any court, subject to the provisions of Section 12.02. This shall also apply to those employees who work the second or third shift. As a condition to being paid their usual salary, they shall turn over to their Department Head the fees earned as a juror or subpoenaed witness. Should the employee receive a mileage allowance for serving as a juror or a subpoenaed witness, the employee may retain such mileage allowance.

Section 12.02 First and Second Shift Employees. Should service on jury duty or as a subpoenaed witness occur during an employee's regularly scheduled work shift, and if the employee is dismissed from jury duty or dismissed as a subpoenaed witness at a time when there remains at least four (4) hours in the employee's regularly scheduled work shift, not including travel time and meal periods, then all employees shall report to their normally assigned work location for the remainder of the work shift. Should an employee be able to work at least four (4) hours in their normally scheduled work shift, not including travel time and meal periods before being required to appear for jury duty or as a subpoenaed witness, then the employee shall report to their normally assigned work location for the beginning of the work shift. Should an employee's obligation for jury duty or as a subpoenaed witness occur outside of their regularly scheduled shift, they shall report for their regularly scheduled shift only if there is at least an eight (8) hour period of rest between the conclusion of the jury duty or their appearance as a subpoenaed witness and the start time of their regularly scheduled shift.

Section 12.03 Third Shift Employees. Employees who work the third shift and who are required to report for jury duty or to report as a subpoenaed witness in court during their off hours shall not report to work on the mutually agreed upon third shift and shall be paid their regular hourly rate of pay times the number of hours normally worked on their shift.

ARTICLE 13. VOLUNTEER FIREFIGHTERS AND EMERGENCY RESCUE UNIT MEMBERS

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

Section 13.02 First Response Fire or Emergency Call. A volunteer firefighter shall be excused from work for a first response fire or emergency call if they are in or near their district and is

able to hear the alarm or receives a pager call and is no more than a ten (10) mile radius from the scene of the incident.

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

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

Section 13.05 When Excused from Work. A volunteer firefighter shall be excused from work only when they are not performing an essential function as determined by their supervisor.

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

ARTICLE 14. SENIORITY AND LAYOFF

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

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

- (a) Resignation; unless permanently reinstated within one (1) year;
- (b) Discharge;
- (c) Retirement;
- (d) Layoff of more than two (2) years, OR
- (e) Failure to report to work within five (5) workdays of receiving a certified letter of recall, return receipt requested.

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

- (a) On leave of absence with or without pay when authorized,
- (b) On layoff,
- (c) Absent from and unable to perform the duties of their position by reason of disability resulting from an injury or illness not to exceed one (1) year, or
- (d) Returned to work at less than 50% immediately following leave, provided the employee was employed at 50% or greater with benefits at the time they went on leave and provided the employee returns to status at 50% or greater within one (1) year of return

to work, even though not accruing benefits for the time spent at less than 50% status. Any active employee who returned to status at 50% or greater before April 15, 2005, may request of the Director of Human Resources an audit to adjust their seniority date and accruals lost during part-time service that meets the conditions set forth in this provision.

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

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

- (a) For layoff purposes, an employee's seniority shall determine the order to be followed. In a department, the employee with the least seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be reached. When all displacement possibilities are exhausted within the department, the employee shall have the right to displace in other departments.
- (b) Permanent competitive class employees shall have the right to displace:
 - (1) Employees with lesser seniority in lower jobs in the direct line of promotion in the department, or if this is not possible;
 - (2) Employees with lesser seniority in lower jobs previously held on a permanent basis in the department.
 - (3) When all displacement possibilities are exhausted within the department, the employee shall have the right to displace in other departments.
- (c) Permanent non-competitive and labor class employees shall have the right to displace non-competitive and labor class employees with lesser seniority in lower jobs previously held on a permanent basis in the department. When all displacement possibilities are exhausted within the department, the employee shall have the right to displace in other departments.
- (d) If an employee is being laid off for more than one (1) week, the appointing authority shall give ten (10) working days' notice.
- (e) Effective January 1, 2004, non-competitive and labor class employees on lay-off shall be placed on recall lists for the title held at time of lay-off. The effected employee shall remain on the recall list for a duration of four (4) years from date of lay-off. Such effected employees shall be eligible to retain their sick leave balance held at time of lay-off if they are reemployed from the recall list. Employee's that decline reemployment to the title they held at time of lay-off shall be permanently removed from the recall list. Employees declining reemployment to a lower-graded job title shall not be removed from the recall list for the title held at time of lay-off.

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

Section 14.07 Shift Preference. Upon Management's establishment of a new work hour shift, the processes identified in paragraphs (c) and (d) below shall be followed. Otherwise, shift preference shall be established as follows:

- (a) Shift schedule preference for the Public Facilities Department shall be determined by seniority. Once the shift assignment determinations have been made, further exercise of seniority for shift preference shall be limited to once per calendar year except for employees who shall also be allowed to choose their shift by seniority for the snow and ice season. Nothing in this paragraph shall preclude working out shift assignments through the LRC process. Employees may be permitted to exchange shifts (starting and quitting time) and schedules (assigned work days) subject to supervisory approval. Shift assignments that are not resolved at the LRC level shall be determined by seniority.
- (b) The Department of Mental Hygiene and Social Services' after hours shift schedule coverage procedure developed by the Policy Committee of the County Labor Relations Committee is identified in a Memorandum of Agreement dated September 13, 2005, and is made a part of this Agreement by reference hereto.
- (c) The following shall apply to all other departments not listed in paragraphs (a) and (b) of this section. All shifts that provide alternate ways of providing coverage may be subject to review by the Policy Committee of the County Labor Relations Council upon request of either the employer or employee(s).
- (d) Upon ratification of the 1/1/2004-12/31/2007 Agreement, the manner in which employees will be assigned to all newly established shifts in any department is subject to negotiation in the event that multiple ways of providing coverage are proposed by the Department Head.

Section 14.08 Vacation Preference. When two (2) or more vacation requests are received on the same day, vacation time preference shall be determined by seniority regardless of shift, it being understood that the appointing authority may make temporary changes in shift assignments to cover absences.

Section 14.09 Seniority List.

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

ARTICLE 15. JOB OPPORTUNITY INFORMATION VACANCIES AND TRANSFERS

Section 15.01 Definitions. For the purpose of this Article 15 the following definitions shall apply:

- (a) Permanent Vacancy shall mean:
 - (1) A newly created position

- (2) A position that becomes vacant as a result of an employee leaving such position on a permanent or permanent contingent basis for any reason.
- (b) Appointment shall mean the naming of an employee to a vacant position (includes promotion).
- (c) Intradepartmental Reassignment shall mean the change without further examination of a permanent, non-probationary employee (or as otherwise agreed upon pursuant to Section 15.05), from one position to another position within the same title or titles eligible for 70.1 or 70.4 transfers, under the jurisdiction of the same appointing authority (department) that involves a change in work locations to a different town, village or city, or into a vacant position within the same work location.
- (d) Interdepartmental Transfer shall mean 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.
- (e) Promotion shall mean an increase in salary or other compensation of any person holding an office or position within the scope of the Chautauqua County Rules for the Classified Civil Service, beyond the limit fixed for the grade in which the employee encumbers their present position. Promotions shall be handled via Section 15.03 below.
- (f) Posting shall mean communicating permanent vacancies for intradepartmental reassignment, interdepartmental transfer or appointments. Postings may be in the form of one of the following; an information sheet, e-mail notice, or other formal written communication. Postings shall be posted for ten (10) calendar days (such 10-day period to begin the day following the issue date of the posting).
- (g) Bidding shall mean the act of expressing interest in a vacant position (or positions) and shall be accomplished by submitting the official request of interest form to the Appointing Authority or their designee. All bids must contain the vacancy title and notice number, and be received by the Appointing Authority no later than the expiration date of the posting.
- (h) Appointing Authority shall mean Department Head.

Section 15.02 Intradepartmental Reassignment Vacancy Notices. Upon receipt of any and all necessary authorizations to fill a permanent vacancy, a department shall post the notice of the vacant position to all employees holding the same title.

- (a) Posting. For those departments who opt to use an internal posting system, methods for posting shall be determined by the Department Head or their designee. Any change in the method chosen shall be communicated and described to all employees and the Unit President or their designee two (2) weeks in advance. For those departments who do not opt to use an internal posting system, the provisions of Section 15.03 (a) shall apply. All permanent vacancy notices for intradepartmental reassignments within Unit 6300 shall be posted for ten (10) calendar days. Each posting shall include:
- (1) The job title.
 - (2) The issue date of the posting and an identifying number of the posting.
 - (3) The hours of work.
 - (4) The geographic work location and the established name of the departmental program.

- (5) Instructions on how to express interest in the intradepartmental reassignment opportunity.
- (6) Instructions on how to express concurrent interest in intradepartmental reassignment opportunities that become available as a result of the initial intradepartmental reassignment for the same posting.
- (b) Bidding. Employees who wish to be considered for the posted intradepartmental reassignment shall submit their bid in accordance with Section 15.01(g) above. At the same time, employees who wish to be considered for any subsequent vacancy opportunities for intradepartmental reassignments to the same job title that occur from the initial vacancy shall likewise submit their bid for the initial vacancy. Employees who may not be interested in the initial intradepartmental reassignment posting shall, nonetheless, bid on any other work location or vacancy within the same work location within the same title for which they may be interested. Subsequent vacancies in any title different from the initial posting will be posted separately. Additionally, for labor and non-competitive class titles the interested employee must file an application form for that title with the Department of Human Resources no later than the expiration date of the posting.
- (c) Granting the Intradepartmental Reassignment. Intradepartmental reassignments as defined in Section 15.01(c) shall first be offered to the most senior eligible candidate responding to the posting, and then in descending order of seniority among respondents until the vacancy is filled. Thereafter, subsequent intradepartmental reassignment vacancies as defined in Section 15.01(c) shall be offered first to the most senior eligible candidate responding to the posting, and then in descending order of seniority among respondents based on the information provided in all bids. The process will be repeated until all intradepartmental reassignment vacancies are filled and then if any intradepartmental vacancy remains it shall be posted in accordance with Section 15.03 (a) below.
- (d) Limits on Intradepartmental Reassignments. Employees shall be limited to one (1) intradepartmental reassignment per twenty-four (24) month period. Each department shall keep a record of all employees that are granted intradepartmental reassignments and shall not accept bids from employees who have been granted an intradepartmental reassignment within the previous twenty-four (24) month period. The twenty-four (24) month period shall commence on the date the employee is appointed to the intradepartmental reassignment. Upon mutual agreement between the employee and the department head, or designee, the twenty-four (24) month limit may be waived.

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.

- (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.
- (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).
- (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.
- (5) The terms of Sections 15.02 and 15.03 shall be the limit of the County's obligations to provide notice of permanent CSEA covered vacancies. The CSEA shall at their discretion be permitted to print and post the vacancy notice(s) on CSEA bulletin boards, or other locations as mutually agreed upon.
- (b) Bidding for Interdepartmental Transfer or Appointment. Employees who wish to be considered for an interdepartmental transfer or appointment shall file a letter of interest for the vacancy with the Director of Human Resources, and if determined eligible under the Civil Service Rules, will be granted an interview by the Appointing Authority. The bid must contain the vacancy title and the posting number and be received in the Human Resources office no later than the expiration date of the posting. Additionally, any employee covered by this Agreement who is reachable on a Civil Service eligible list certified for permanent appointment to a posted vacancy shall be granted an interview by the Appointing Authority. Furthermore, for a labor, non-competitive, and provisional competitive class vacancy, the interested employee must also file an application form for that title with the Human Resources Department no later than the expiration date of the posting.

- (c) Considerations for Selection. In determining the most qualified individual to fill an interdepartmental transfer or appointment to a vacancy, the Appointing Authority may consider within the requirements and the confines of the Civil Service Law, among other factors, promotional opportunities within the department, or transfer from one department to another. The Appointing Authority shall also consider the applicant's knowledge and experience, seniority, previous job performance, and stated employment objectives. For promotional opportunities within a department and interdepartmental transfers, the applicant with the most seniority shall be presumed to be the most qualified. Upon request of CSEA or an employee not being selected for a position pursuant to Section 15.03, the County shall provide in writing, within ten (10) working days of the CSEA or employee's request, the reason for the non-selection of the unsuccessful candidate. Where the position in question involves the proposed selection of a transfer applicant from outside of this CSEA bargaining unit, the CSEA or the employee has five (5) working days to object to the proposed selection. The objection is to be made in writing to the Appointing Authority. Upon receipt of the objection, the County shall petition to arbitrate all issues related to selection of the other individual pursuant to Collective Bargaining Agreement Section 15.03. The arbitration shall be held within thirty (30) days of the date of CSEA or the employee's objection to their non-selection. Costs of the arbitration shall be borne equally between the County and CSEA pursuant to Section 20.05 of the Collective Bargaining Agreement. The County and CSEA agree to use the existing panel of arbitrators with the right to skip to the next arbitrator if that arbitrator is not available within the thirty (30) day period. If no arbitrator on the panel is available within the thirty (30) day period, the parties shall mutually select another arbitrator.

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 move for the twenty-four (24) month period as described in Section 15.02(d) above.

Section 15.05 LRC Agreements. Nothing in this Article 15 shall set aside any alternative methodology developed and agreed upon in departmental LRC's in the DPF for filling any type of vacancy. However, if there is any area not addressed in those LRC Agreements covered by this Article 15, the provisions of this Article 15 shall apply.

Section 15.06 Management Rights. Subject to the provisions above, the County shall retain the right to manage and assign the work force.

ARTICLE 16. INSURANCE

Section 16.01 Definition, Health Insurance Provided and Contributions.

- (a) Definition. The County sponsored health insurance plan shall include the medical, pharmaceutical, dental and vision benefits identified in this Article.
- (b) Upon expiration of this Agreement, all future increases pursuant to this Section in health insurance contributions from employees that result from an increase in health insurance contributions, will be deducted only upon the settlement of wage issues for the corresponding time period and will be effective on a date agreed to in the new settlement.
- (c) Health Insurance broker fees or commissions shall be excluded from the full premium amount for the purposes of calculating the employee contributions.
- (d) The County shall retain the right to provide health insurance benefits equal to or greater than the Plans contained in Appendix B with any bonafide insurance carrier. Consent on benefits including network must be agreed to by CSEA.
- (e) The County will provide CSEA with all relevant information on calculations of health insurance premiums. Upon request, all information including claims experience, trend factors, and worksheets provided by the insurance carrier with their proposed rates shall be provided.
- (f) Employee Health insurance benefits will coincide with the coverage period of January 1 – December 31 of each year. Benefits will be reported in equal installments over 26 pay periods beginning with payroll number 1 and ending with payroll number 26.
- (g) Employee deductions for contributions to health savings accounts and will coincide with the coverage period of January 1 – December 31 of each year. Deductions may be taken in pay periods 1 through 24.
- (h) Health Insurance Plans Provided, Contributions and Optional Benefits:

| | |
|---|---|
| Plan Name | High Deductible Health Plan (HDHP) with Health Savings Account (HSA) |
| Riders and Benefits | See Appendix B |
| Eligibility Requirements | All employees eligible for health insurance. |
| Employee and Employer Contributions | <p><u>Premium:</u></p> <ol style="list-style-type: none"> 1. The County will be responsible for 100% of the HDHP Premium. 2. The Employee will be responsible for 0% of the HDHP Premium. <p><u>Deductible:</u></p> <p>The employee's share of the deductible will be ten percent (10%) of the total plan cost for the elected level of coverage. The total plan cost is defined as the total annual premium plus the total annual deductible. The County will contribute the balance of the deductible to the employee's HSA.</p> <p>The County contribution will be made at the rate of 50% on the first business day of the year, 25% on July 1st or the next business day thereafter and 25% on October 1st or the next business day thereafter.</p> |
| Co-Pays | <p>After the deductible has been met Prescription Co-Pays will be:</p> <ol style="list-style-type: none"> 1. Tier I - \$5 2. Tier II - \$25 3. Tier III - \$55 4. Two co-pays for a 90 day supply. |
| Deductions made for contributions to Employee Health Savings Account | Employees have the option to make pre-tax contributions to their HSA through payroll deductions up to the maximum limits set by the IRS. Employee deductions for contributions to HSAs and will coincide with the coverage period of January 1 – December 31 of each year. Deductions may be taken in pay periods 1 through 24. |
| Employee Benefit Fund | <p>The EBF's purpose is to provide the employee cash flow in the event that they incur medical expenses prior to having sufficient funds available in their HSA.</p> <ol style="list-style-type: none"> 1. If the employee incurs expense prior to meeting the deductible that exceeds the sum of the county contribution and the employee contributions made year to date to the HSA, the county will prefund any remaining employer contributions to the employees HSA. 2. If there is still financial need demonstrated by the employee prior to meeting the deductible, then the county will advance the difference of the deductible minus the county and employee contributions to the member in the form of a loan. 3. A legal contract will be entered between the county and the employee to repay the advance. The Memorandum of Understanding, Health Savings Account Loan to Employee is provided as Appendix D. |
| Intra-Year Eligibility and Dependency Changes | If an employee experiences a dependency change after the plan year start date and changes their election their deductible share will be prorated based on the effective date of the change. The County's share of the deductible will be prorated based on the effective date of the change. The deductible itself cannot be prorated. |

End HDHP with HSA

| | |
|--|--|
| Plan Name | High Deductible Health Plan (HDHP) with Health Reimbursement Account (HRA) |
| Riders and Benefits | See Appendix B |
| Eligibility Requirements | Only those employees not able to use or contribute to a Health Savings Account (HSA) and who are eligible for health insurance benefits. |
| Employee and Employer Contributions | <p><u>Premium:</u></p> <ol style="list-style-type: none"> 1. The County will be responsible for 100% of the HDHP Premium. 2. The Employee will be responsible for 0% of the HDHP Premium. <p><u>Deductible:</u></p> <p>The employee's share of the deductible will be ten percent (10%) of the total plan cost for the elected level of coverage. The total plan cost is defined as the total annual premium plus the total annual deductible. The County will contribute the balance of the deductible to the employee's HRA.</p> <p>Year end balances will not roll forward.</p> <p>IRS rules do not allow for employee contributions to an HRA.</p> |
| Co-Pays | <p>After the deductible has been met Prescription Co-Pays will be:</p> <ol style="list-style-type: none"> 1) Tier I - \$5 2) Tier II - \$25 3) Tier III - \$55 4) Two co-pays for a 90 day supply. |
| Intra-Year Eligibility and Dependency Changes | If an employee experiences a dependency change after the plan year start date and changes their election their deductible share will be prorated based on the effective date of the change. The County's share of the deductible will be prorated based on the effective date of the change. The deductible itself cannot be prorated. |

***End HDHP with HRA
End 16.01***

Section 16.02 Telemedicine.

- (a) All members will be able to utilize the telemedicine benefit option provided by the County sponsored health insurance plan. All costs associated with telemedicine shall be reimbursable and must be supported by an invoice or payment receipt.

Section 16.03 Dental Insurance. The County shall also provide dental insurance for each employee to cover the employee and any eligible dependents. Such plan shall be the coverage currently provided by the Chautauqua County Self Insurance Plan in accordance with the schedule of benefits attached as Appendix C. Class A, B and C benefits are fifteen hundred dollars (\$1,500) per covered individual.

Section 16.04 Vision Insurance. The County shall also provide vision insurance for each employee to cover the employee and any eligible dependents. Such plan shall be the coverage currently provided by the Chautauqua County Self Insurance Plan, or a similar plan, but such coverage shall pay a maximum of three hundred dollars (\$300.00) per covered individual in any twenty-four (24) month period beginning January 1, 2017. New hires' benefit will be prorated based on the duration of employment during the 24 month period. Routine annual eye exam will be covered in full.

Section 16.05 Accident and Sickness Benefits. (Active employees covered by the County sponsored health insurance plan are eligible).

- (a) If an employee is wholly and continuously disabled from performing the duties of their occupation because of injury, sickness or maternity, benefits will be paid in the amount of fifty dollars (\$50) per week, up to thirteen (13) weeks for any one period of disability.
- (b) Benefits will begin on the first day of Disability due to accident and the eighth day due to sickness. After an employee's 60th birthday, the employee will be entitled to thirteen (13) weeks of indemnity in any twelve (12) consecutive months.
- (c) No accident and sickness weekly benefits will be payable with respect to: (1) Disability arising out of employment or covered by Worker's Compensation or occupational disease law; (2) any day of disability on which the employee is not under care of a Physician. Successive periods of disability due to the same or related causes will be considered on each period of disability unless they are separated by (a) return to work on a full-time basis for a period of two (2) weeks; or (b) termination of the employee's insurance.

Section 16.06 Eligibility for health Insurance Benefits for Employees on Leave due to Disability. Memorandum of Agreement dated July 10, 2017, is incorporated in this agreement as follows: An employee is eligible for the active employee health insurance benefit for up to twelve (12) weeks beginning with the first date of unpaid leave due to disability, provided that the employee establishes proof of continued disability.

Section 16.07 Annual Selections. For the purpose of implementing the provisions above, employees shall exercise their plan choice option and select a single enrollment, a two-member family enrollment, or a three-member or more family enrollment during the designated open enrollment period of each year of this Agreement with coverage effective the following January.

Section 16.08 Opting Out.

- (a) Procedure. If employees wish to opt out of a County sponsored health insurance plan (as defined in Section 16.01), they may do so in the enrollment periods listed above. The County shall pay the employee thirty five percent (35%) of the HDHP premium based on the eligible level of coverage to opt out of the County sponsored health insurance plan. Payment shall be issued at fifty percent (50%) of the opt out allowance on the last pay date of June of the year covered by said opt out and the remaining fifty percent (50%) on the last pay date of December of the year covered by said opt out.
- (b) Opt out payments and HSA contributions shall not overlap. If an employee opts out due to a qualifying event after the start of the plan year and an HSA contribution has been made for a period during which the employee is now opting out, the opt out amount will be reduced by any monthly employer HSA contributions that may have already been made.
- (c) Rejoining County Sponsored Health Insurance Plan. The County agrees to permit employees to rejoin the County sponsored health insurance plan (as defined in Section 16.01) each January 1st. The employee must make their election during the designation open enrollment period to rejoin for their coverage to be effective the following January 1st. If the employee wishes to rejoin a plan prior to the expiration of a year, the

employee must show an unanticipated change in circumstances regarding their alternative coverage (non-voluntary loss of coverage) to be permitted to so rejoin by the rules of such plan. The waiver payment to be made the following June or December will be pro-rated accordingly based upon the amount of time the employee "opt out" election was in effect. Employees who resign or terminate employment prior to the end of the year shall receive a pro-rated portion of such waiver payment at the time of payment to other employees. An employee on probation may waive their insurance coverage at the time of eligibility and be paid on a pro-rated basis for the remainder of the calendar year pursuant to the payment schedules outlined above.

Section 16.09 Insurance Review Committee.

- (a) Members. The County Insurance Review Committee ("Committee") shall continue to make recommendations on benefits, premiums, and other matters relating to the County sponsored health insurance plan (as defined in Section 16.01). Said Committee shall consist of eleven voting members, including one representative of CSEA Unit 6323, one of CCSSA, one of DSACC, two of CSEA Unit 6300, two of the County Legislature, and four representatives designated by the County Executive. Upon request, all members of said Committee shall have access to all information and data available concerning the County sponsored health insurance plan. Information includes claims experience, trend factors, and worksheets provided by the insurance carrier with their proposed rates.
- (b) Actuarial report.
- (1) Upon the request of either the County or CSEA, and no later than March 31st of each year, the Committee shall retain a recognized licensed actuary to determine the financial condition of the County Vision and Dental Plan. The actuary shall make recommendations as to actions that should be taken to ensure the continued financial soundness of the County Vision and Dental Plan.
 - (2) The CSEA representatives shall fully participate in the selection of the actuary, and shall fully participate in the development of assumptions and other criteria to be used by the actuary.
 - (3) The actuary shall make recommendations to the Committee on cost containment measures that would limit or eliminate any projected cost increases in the County Vision and Dental Plan, which may include, but not be limited to, changes in coverage, co-pays and deductibles.
 - (4) The actuary's report shall be sent to the Committee no later than April 30th of the year that it is requested.
 - (5) CSEA reserves the right to have another actuary review this data, at CSEA's expense.
 - (6) No later than May 31st of each year, the Committee shall provide CSEA and the County with its recommendations regarding any changes in the County Vision and Dental Plan as estimated by the actuary.
- (c) Claim Reviews.
- Should an employee exhaust all appeals as described in the Vision and Dental Plan Documents, and a claim remains denied, such employee may request a review of the claim by the Committee. Before the Committee may review the claim, the employee

must provide a written confidentiality waiver, subject to any applicable restrictions provided in the Health Insurance Portability and Accountability Act (HIPAA) of 1996, or any other applicable law or regulation. Any determination made by the Committee shall not be final until reviewed by the Plan's stop-loss insurance carrier.

Section 16.10 Family Security Benefit.

- (a) Insurance Benefits Upon Death of Employee. Upon the death of an employee, whether that employee is in active service, or on a paid or unpaid leave of absence, such health insurance coverage in force at the time of the employee's death shall continue for the employee's dependents. Such dependents shall not be required to pay any premium for health insurance coverage.
- (b) When Benefit Ceases.
 - (1) Such free coverage shall cease if the deceased employee's spouse remarries, or two (2) years from the date of the employee's death, whichever is earlier.
 - (2) If one dependent's eligibility for coverage ceases due to aging out or for other similar reasons, coverage shall terminate for the non-eligible dependent. Free coverage shall continue for any remaining eligible dependents until occurrence of one of the factors stated above.
- (c) Effect of Medicare Eligibility. If a dependent becomes eligible for Medicare Supplemental Part B coverage, such dependent must secure such coverage as primary insurance, and may continue free coverage under the County sponsored health insurance plan (as defined in Section 16.01) to supplement the Medicare.
- (d) Extension of Benefits. When, under any circumstance, free coverage ceases, any dependent who is not eligible for insurance through their own employer or by other affordable means may continue County sponsored health insurance plan (as defined in Section 16.01) provided by the appropriate extension of benefits provision as detailed in the County Plan document.

Section 16.11 General Provisions.

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

Section 16.12 Wellness Program.

- (a) Health Evaluations.
 - (1) The County will provide all county employees access to a voluntary free health evaluation once per year. Dependents 18 years or older who are covered under the County's insurance plan may also receive a free health evaluation. The health evaluation will include a health assessment, blood pressure check and a venial puncture blood draw testing cholesterol, fasting glucose and triglycerides.

- (2) Evaluations will be scheduled by the County's Health Insurance Department. The health evaluation will be conducted onsite in the workplace. Employees who cannot attend an onsite screening can elect to screen at an affiliate lab.
 - (3) Employees may submit to their blood draw during work time. Up to an additional one half hour shall be compensated for if travel from the employee worksite is necessary. Mileage to and from the location of the blood draw(s) will not be compensated.
 - (4) Members will receive a result packet to their home mailing address including a wellness profile, Personal Health Score, and Personal Health Goal.
 - (5) The County will employ the services of a qualified HIPAA-compliant wellness provider to conduct the health evaluations. The County will not have access to individual results. The provider will notify County with the names of the members who completed the program solely for the purposes of qualifying the member for any County sponsored bonuses or incentives. The County will receive aggregated data to be used to plan and develop educational programs to help address health improvement opportunities within the workplace.
 - (6) Employees hired after the initial screening of the plan year will not be eligible to participate until the next calendar year after their date of hire.
- (b) Wellness Participation Bonus
- (1) A three hundred-fifty dollar (\$350) Wellness Participation Bonus will be paid to employees meeting the following qualifications:
 - A) You must be an active employee.
 - B) You must be eligible for health insurance based on your active position.
 - C) You must participate in the County sponsored annual Health Evaluation identified under paragraph 1 of Section 16.13 Wellness Program.
 - (2) Payment
 - A) Payments to employees participating in the County's HDHP with HRA plans will be made as a taxable cash transaction.
 - B) Employees enrolled in the HDHP with HSA may elect to have a tax exempt deposit made to their HSA. The Human Resources Department will notify members of the date by which an election must be made. This election can be made annually. If no election is made by the due date, the payment will be made as a taxable cash transaction.
 - C) Payments will be made in a timely manner based upon the annual implementation schedule.

ARTICLE 17. RETIREMENT

Section 17.01 Application. Employees applying for retirement membership shall be covered by the appropriate pension legislation passed by the New York State Legislature as it applies to basic pension benefits.

Section 17.02 Notification. Employees are strongly encouraged to contact the County Insurance Office for assistance on calculating their benefits and options outlined below at least

thirty (30) days prior to their selected date of retirement. The Insurance Office will provide an explanation of the options, and calculate benefits under each option for the employee.

Section 17.03 Benefits.

(a) Sick Leave Benefit.

(1) Benefit.

A) Upon retirement, an employee may use a limited number of sick leave accruals as a credit for health, vision and dental insurance. The sick leave accruals allowed to be used for this benefit shall be limited to a maximum of one hundred eighty (180) days, plus twenty- five percent (25%) of the total of the residual sick leave days above one hundred eighty (180). Five (5) sick days (constituting the regular, full time work week) shall entitle the retiree to a credit of one and a quarter (1.25) months of insurance, with the retiree responsible for the share of the deductible equivalent to their active employee service contribution rules in place at the time of their retirement, as specified in Section 16.01(d) or 16.01(i). Such sick leave may only be credited in five (5) day increments.

(2) Direct Retirement. Only those employees who retire directly from County employment shall be eligible for this benefit.

(3) Notification. Such employees shall notify the County Insurance Office of their enrollment selection for retirement at least thirty (30) days prior to any change in enrollment.

(4) Opt Outs. Those County employees who opted out of the County sponsored health insurance plan (as defined in Section 16.01) are also eligible for this benefit upon retirement.

(5) Two Spouses Employed by County. If a husband and wife are both employed by the County, each shall be entitled to such sick day credit upon retirement.

(6) One hundred percent (100%) of a retiree's sick leave balance not used for retiree health insurance shall be credited to the CSEA sick leave bank.

(b) Service Credit Benefit.

(1) An employee who retires with 15 or more years of employment with the County shall be credited one and a quarter (1.25) months of health, vision and dental insurance for every full 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).

A) 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).

- (2) Direct Retirement. Only those employees who retire directly from County employment shall be eligible for this benefit.
- (3) Notification. Such employees shall notify the County Insurance Office of their enrollment selection for retirement at least thirty (30) days prior to any change in their enrollment.
- (4) Opt Outs. Those County employees who opted out of the County sponsored health insurance plan (as defined in Section 16.01) are also eligible for this benefit upon retirement.
- (5) Two Spouses Employed by County. If a husband and wife are both employed by the County, each shall be entitled to such retirement enhancement upon retirement.

Section 17.04 Alternate Options.

(a) Cash Out. Upon retirement, an employee may choose to permanently exit the County sponsored health insurance plan (as defined in Section 16.01) and receive annual payments equal to their net benefits accrued under Section 17.05 until such benefits are exhausted. Such benefits shall be calculated based on premium rates at the time of retirement, and shall be paid out in annual installments based on the time period that the employee would receive Section 17.05 benefits. An employee may only receive these annual payments if the County sponsored health insurance plan is relieved of all liability for that employee's medical, dental and vision services. The only exception would be in the event the retired employee is married to an active county employee or another retiree who is using their earned benefit, the retiree may be covered under the spouse's plan as a dependent as long as the spouse is eligible for coverage under the County's Insurance plan as an active employee or as a retiree. Such net benefits shall be calculated as follows:

- (1) The full annual premium plus the annual deductible based on the selection the employee made during the prior year's selection period as described in Section 16.07 of this Agreement;
- (2) Times ninety percent (90%)
- (3) Divided by 12 months
- (4) Times the number of months that the retiree is entitled to continued coverage based on the number of eligible dependents paying the same premiums as active employees.

Section 17.05 Piggybacking Benefits. If two County employees are married, they may piggyback the benefits accrued under Section 17.05. Under this scenario, if one employee-spouse retires, and one remains an active employee, the active employee continues to pay the active employee premium, and the retired employee is covered by the active employee's enrollment. When the second employee-spouse retires, their Section 17.05 benefits are utilized. When those benefits are exhausted, the Section 17.05 benefits accrued by the employee-spouse that was first to retire are utilized. When such employees retire simultaneously, one

spouse shall use up their credit to garner health insurance benefits under this provision from the date of retirement. Such benefits for the second spouse shall commence when the benefits for the first spouse are exhausted or terminated. The premium for the second spouse shall be equivalent to the active employee payroll deduction for such insurance in effect on the date of commencement of the benefit for the second spouse.

Section 17.06 Premium Without Other Benefits. Upon retirement, an employee covered under this Agreement shall pay the full premium equal to the amount paid as an active employee plus the County's contribution for an active employee. If Section 17.05 benefits are available, the employee shall pay such full premium once those benefits are exhausted.

ARTICLE 18. GENERAL PROVISIONS

Section 18.01 New Employees.

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

Section 18.02 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 18.03 Mandated Physicals. The county will pay each employee for mandated physicals and x-rays when such physicals and/or x-rays are not performed during the employee's regular workweek, except such pay shall be limited to two (2) hours of straight time for each occasion. The County will pay the cost of the physical examination; however, if the employee chooses to use a physician other than the one designated by the County, reimbursement will be limited to the amount paid by the County to its designated physician. When such physical is mandated, the employee shall sign all necessary medical releases so that the employer is able to receive the results of such physical. Such medical release shall indicate that the employer is to receive only such information relating to the employee's ability to perform their job.

Section 18.04 Safety — Division of Environment. Division of Environment employees handling permitted industrial wastes shall be provided with adequate safety clothing and equipment and an annual physical examination by a doctor selected by the County.

Section 18.05 Emergency Drills. Annual emergency drills shall be conducted in all County buildings. Time spent complying with the rules of an emergency drill that may occur during a designated meal period shall not count against the total time allowed for such period. The employee must promptly notify their supervisor to arrange the completion of their entitled meal period to ensure business needs are met.

Section 18.06 Policy and Benefit Meetings. A representative from the Department of Human Resources and CSEA shall annually be available at three (3) convenient locations to answer employee's questions relating to policies and benefits.

Section 18.07 Working Out of Title. The County shall comply with Civil Service requirements regarding work performed within the employee's title and job description, including providing management with some flexibility for emergency situations.

Section 18.08 Payroll Deductions. The County shall administer and allow payroll deductions pursuant to State and Federal laws for college savings plans, deferred compensation and flexible benefit plans.

Section 18.09 Employee Identification. Identification cards shall be issued to all employees. Employees shall be required to have such identification card on their person or be able to immediately produce it at all times while on the job and where it is safe and appropriate to do so, shall wear the identification in plain view.

Section 18.10 Reasonable Suspicion Drug and Alcohol Testing Policy. A committee of equal number of CSEA 6300 and management designees shall be formed to 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. 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. Should no agreement be made by March 1, 2027, 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.

ARTICLE 19. GRIEVANCE PROCEDURE

Section 19.01 Grievance Defined. Grievance Defined. A grievance is a complaint of one or a group of employees involving the interpretation, application, or enforcement of the expressed terms of the Agreement, existing laws, rules, procedures, regulations, administrative orders, or work rules of the County; except such terms shall not include any matter which is otherwise reviewable pursuant to law or any rules or regulations having the force and effect of law. No settlement reached at any step in the grievance process that has not been approved by the County and CSEA shall add to, subtract from, change, delete, or modify any terms of this Agreement.

Section 19.02 STEP 1. An aggrieved employee shall have the right to present to their immediate supervisor orally within fifteen (15) working days of the alleged occurrence any grievance that falls within the scope of the definition set forth above. A grievance not presented within fifteen (15) working days of the alleged occurrence will be determined to have been waived. An aggrieved member of CSEA Unit 6300 may be accompanied and represented at all times by a union representative of their choice.

Section 19.03 STEP 2. If the grievance is not satisfactorily resolved in Step 1, the aggrieved employee may submit a written explanation on a Grievance Form of the grievance to the appointing authority within twenty (20) working days of the alleged occurrence of the grievance. The written explanation of the grievance shall set forth a statement of facts and a description of the action that the grievant claims to be improper in accordance with the information sought in the grievance form. No grievance will be accepted without a CSEA steward or officer's signature. If the appointing authority is unable to respond to the grievance because of the grievant's failure to complete the grievance form, the appointing authority shall return the grievance form to the CSEA Unit #6300 President with a written request for information which is necessary for the appointing authority to properly review the grievance. The CSEA President shall be given five (5) working days from the receipt of the request for clarification to provide the additional information requested. Failure of the grievant or CSEA President to respond to the request for clarification shall not relieve the responsibility of the appointing authority to complete its obligation under this Step 2, nor shall it prevent the grievant from proceeding through the remaining stages of the grievance procedure. Within ten (10) working days following the receipt of the written explanation of the grievance, the appointing authority will reply in writing on the Grievance Form. If the appointing authority is unable to render a decision within the ten (10) day period, they shall indicate in writing the reasons for delay and date of expected completion. Delay should not exceed thirty (30) working days. If the matter is satisfactorily resolved, the aggrieved employee, the appointing authority and the CSEA President or designee shall each sign the grievance form showing that the matter has been satisfactorily resolved.

Section 19.04 STEP 3. If the grievance is not satisfactorily resolved at Step 2, the aggrieved employee may sign the Grievance Form indicating their desire to proceed to Step 3. The Grievance Form shall be filed with the Director of Human Resources not more than five (5) working days after receiving the written reply in Step 2 of this Article. The Director of Human Resources, within ten (10) working days after the filing of the aforesaid grievance form, shall schedule a hearing on the matter at which time the appointing authority or designee and the aggrieved employee and/or their representative, if any, shall both appear and present written and/or oral arguments. The Director of Human Resources shall, within ten (10) working days after the hearing, make a determination and send a copy to the Department Head, the CSEA President and the Labor Relations Specialist.

Section 19.05 STEP 4. If the grievance is not deemed satisfactorily resolved in Step 3, CSEA may within twenty (20) working days after receipt of the Director of Human Resources determination notify the Director of Human Resources in writing that they intend to submit the matter to binding arbitration.

The following list of Arbitrators shall be utilized for arbitration proceedings under this Article 20, in the designated order:

- 1) Michael Lewandowski
- 2) Martin F. Idzik
- 3) Jeffrey Selchick
- 4) Nancy E. Hoffman
- 5) Lise Gelernter

Additional arbitrators may be added upon mutual agreement.

Upon receipt of a request for Arbitration, the Director of Human Resources will notify the Arbitrator next in line.

Each January (between January 5th and January 15th) either party may strike one arbitrator off the list on written notice to the other party. The parties shall then mutually agree to a replacement Arbitrator within thirty (30) days.

If an Arbitrator resigns from the panel, the parties shall then mutually agree to a replacement arbitrator within thirty (30) days.

The decision of the Arbitrator shall be final and binding. The Arbitrator shall have no power to add to, subtract from, change, delete, or modify any terms of this Agreement. The cost of said arbitration shall be borne equally by the employer and CSEA, not to include the salaries of the County or CSEA officials, representatives or other professional representation.

Section 19.06 Time Limitations. Except as otherwise herein stated, if any grievance is not answered according to the set time limits, by either party, the grievance is forfeited to the other party. Any time limits may be extended in writing by mutual agreement.

ARTICLE 20. DISCIPLINARY PROCEDURE

Section 20.01 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 and as such do not permit the presence of representation by CSEA, unless mutually agreed upon by Department Head or designee and the employee. The Department Head or designee will attempt to assist the employee in finding means to correct the issue. 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. Non-members will be advised of their right to provide their own representation.

- (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. Please note egregious acts do not require progressive penalties and could be subject to immediate suspension or termination based on offense.
- (d) Non-members will be advised of their right to provide their own representation.

Section 20.02 Applicability.

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

Section 20.03 Definitions. For purposes of this Article, the following definitions shall apply.

- (a) "Discipline" shall mean a penalty for acts of misconduct or incompetence by an employee with such penalties given by a progressive manner to correct the behavior. Such progressive discipline shall consist of the following steps:
 - (1) written reprimand,
 - (2) suspension(s) without pay,
 - (3) last chance agreement which may include further penalties,
 - (4) termination of employment.

Management reserves the right to charge any form of discipline, including demotion, based on the severity of the misconduct or incompetence. Egregious acts do not require progressive penalties and could be subject to immediate suspension or termination based on offense.

- (b) "Notice of Charges" shall mean a written notice of proposed discipline made in writing and served on the employee personally or by registered or certified mail, return receipt requested. Such notice shall set out the allegations of incompetence or misconduct for which discipline is proposed, and the proposed form of discipline.

- (c) "Statement of Employee Rights" shall be a statement which accompanies every Notice of Charges, a copy of which follows this Article.

Section 20.04 Employee Rights.

- (a) An employee who is a member of CSEA Unit 6300 shall be entitled to representation by CSEA or an attorney at their own expense at each step of the disciplinary procedure, including informal settlement of a proposed discipline. An employee who is not a member of CSEA Unit 6300 shall be entitled to representation at their own expense at each step of the disciplinary procedure, including informal settlement of a proposed discipline.
- (b) No employee who at the time of questioning appears to be a potential subject of disciplinary action shall be questioned or asked to sign any statement without representation first being offered to the employee. The Notice of Questioning form contained in Article 21 is to be used for this purpose and does not apply to Section 21.01.
- (c) No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) working days prior to the date of arbitration. The cost of the transcript will be borne equally by the County and CSEA or the employee.
- (d) In all disciplinary proceedings the employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the employer.
- (e) An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect their hours, wages, or working conditions as the result of the exercise of their rights under this procedure.
- (f) Employees covered under Sections 75 and 76 of the Civil Service Law shall have a one time, irreversible option of choosing this procedure or choosing Sections 75 and 76. This option may be exercised with each occurrence of disciplinary action.
- (g) When discipline is proposed for an employee who is eligible for Section 75 and 76, the Department Head shall advise the employee that discipline is contemplated and allow the employee to choose the forum. Prior to the choice, the Statement of Employee Rights which follows this Article shall be given to the employee.

Section 20.05 When Discipline Can Be Proposed.

- (a) Limitations. The Notice of Charges must be presented within six (6) months of the work-related acts or omissions or from the date of discovery of the work-related acts or omissions, unless the act or omission would constitute a criminal offense. The Department Head may consider prior efforts as specified in Section 21.01 and any previous discipline regarding same or similar behavior when deciding on the proposed disciplinary penalty.
- (b) Reasons for Discipline. Discipline shall be imposed only for incompetence or misconduct. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Charges. The Notice served on the employee shall contain a description of the acts or omissions alleged to be evidence of misconduct or incompetence including reference to dates, times and places.

- (c) Implementing Discipline. Discipline shall not be implemented until either:
 - (1) The matter is settled, or
 - (2) The employee fails to counter propose, demand an internal hearing or arbitration within the time frame provided by this Agreement, or
 - (3) The penalty is upheld by the Arbitrator or a different penalty is determined by the Arbitrator.

Section 20.06 Procedure.

- (a) Notice of Charges Presented. The Department Head or designee will prepare a Notice of Charges and present it to the employee. Included with the Notice of Charges shall be the Statement of Employee Rights. The Notice of Charges shall contain a statement where the employee, by signature, can indicate that they have personally received the Notice. If the employee refuses to sign indicating receipt, such Notice shall also be served on the President of CSEA or their designee, who shall sign indicating receipt in the employee's stead.
- (b) Employee's Options. Upon receipt of the Notice of Charges and Statement of Employee Rights, the employee may choose one of the following:
 - (1) to accept the proposed discipline;
 - (2) to negotiate a settlement on the matter. See Section 21.06 (c) Proposals and Section 21.06(d) Settlement.
 - (3) to resign. Any such resignation will be processed in accordance with Civil Service Law and Rules and the employee's services shall be terminated. Unless the incident involves a criminal offense, or threat of injury to another employee, disciplinary action shall cease upon the resignation of the employee, and the record shall be expunged of reference to the proposed discipline.
 - (4) Request an internal hearing pursuant to section 21.06(e).
 - (5) Demand arbitration pursuant to section 21.06(f)
- (c) Proposals. Each side may extend good faith proposals in settling a disciplinary charge. If both parties agree to negotiate the disciplinary charge, the proposal must be answered or countered within five (5) working days. If one of the parties does not respond to a counter proposal within five (5) working days and, subsequently, does not demand an internal hearing or arbitration within the appropriate time frame in Section 21.06(e) and (f), the discipline will stand. Either party can request an extension not to exceed an additional five (5) working days from the expiration of the initial time period.
- (d) Settlement. A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee who is a member of CSEA Unit 6300 executing a settlement shall be notified of the right to have CSEA or an attorney as representative or to decline any such representation. An employee who is not a member of CSEA Unit 6300 executing a settlement be notified of the right to have representation or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The CSEA President shall be notified of all settlements. The employee must select an option in Section 21.06 (b) Employee's Options. If an option is not chosen within thirty (30) calendar days, the Director of Human Resources will schedule a hearing pursuant to section 21.06 (e) Internal Hearing.

- (e) Internal Hearing. The Director of Human Resources will schedule a hearing within ten (10) working days of the hearing request. After the hearing, the Director of Human Resources will issue a written decision within ten (10) working days after the hearing, unless a settlement is reached prior to the hearing or prior to the issuance of a written decision. If mutually agreed by both parties, the Internal Hearing may be omitted and the employee may submit a demand, in writing, for arbitration to the Director of Human Resources pursuant to Section 21.06 (f) Demand for Arbitration.
- (f) Demand for Arbitration. If an Internal Hearing was held, the employee may appeal the decision of the Director of Human Resources by submitting a demand for arbitration within twenty (20) working days of receipt of the decision. The Director of Human Resources' decision will be implemented if no timely demand for arbitration is made by the employee or CSEA. Costs of the arbitration shall be borne equally by both parties.
- (g) Arbitrator's Decision. The Arbitrator's decision with respect to guilt or innocence and penalty shall be final and binding on the parties and they may approve, disapprove or take any other action warranted under the circumstances including, but not limited to, ordering reinstatement and back pay for all or part of any period of suspension. The Arbitrator shall consider the employee's past record in determining the penalty, if any, to be imposed in accordance with section 21.08. However, the Arbitrator shall not be allowed to increase the penalty sought by the employer in the Notice of Charges. A settlement may be reached at any time prior to the Arbitrator's issuance of a decision on the matter.
- (h) This procedure shall not affect the County's right to return provisional, temporary, probationary or seasonal employees to their permanent positions, nor shall it infringe upon the County's right to terminate a provisional or probationary employee who has no previous permanent status.

Section 20.07 Alternate Procedures with Immediate Suspension.

- (a) An employee may be suspended without pay at any time during the process if the Department Head determines there is probable cause to believe that the employee's presence on the job represents a potential danger to persons or property, or would severely interfere with operations. Suspension without pay shall not exceed thirty (30) days except in the event the employee has been charged with a crime. In the case of any suspension without pay, the employee may be allowed to use only vacation, personal and compensatory time accruals standing to their credit, which shall be reinstated if ordered by a hearing officer ruling or settlement between the employee and county. No other paid time will be allowed during the suspension period. The use of such accruals shall be at the option of the employee.
- (b) A suspended employee may proceed directly to arbitration by filing a Demand for Arbitration within ten (10) working days following service of a Notice of Charges.
- (c) A Notice of Charges must be served on the employee within seventy-two (72) hours following suspension. Suspension may be reviewed by the Arbitrator to determine whether the appointing authority had probable cause.

Section 20.08 Employee History. The Arbitrator shall consider efforts of the Employer to correct behavior including, but not limited to, counseling memoranda, performance improvement plans,

and similar documentation during the arbitration proceedings. Such documentation and/or testimony shall be admissible if dated within four (4) years of the date of the Notice of Charges.

Section 20.09 Arbitrator Selection Procedure. The County of Chautauqua and CSEA Local 807, Unit 6300, agree to the following:

- (a) The following list of Arbitrators shall be utilized for arbitration proceedings under this Article 21, in the designated order:
 - 1) Michael Lewandowski
 - 2) Martin F. Idzik
 - 3) Jeffrey Selchick
 - 4) Nancy E. Hoffman
 - 5) Lise Gelernter
- (b) Additional arbitrators may be added upon mutual agreement.
- (c) Upon receipt of a request for Arbitration of a disciplinary action, the Director of Human Resources will notify the Arbitrator next in line.
- (d) Each January (between January 5th and January 15th) either party may strike one arbitrator off the list on written notice to the other party. The parties shall then mutually agree to a replacement Arbitrator within thirty (30) days.
- (e) If an Arbitrator who is next on the list to hear a disciplinary matter is unable to hold that hearing within sixty (60) days of being notified of the arbitration, the next Arbitrator shall be contacted, and so on until an Arbitrator is reached who is able to hold the hearing within sixty (60) days. In the event that none of the Arbitrators on the list are available to hear the disciplinary case within sixty (60) days, the Arbitrator who was first selected shall be contacted for their first available date.
- (f) If an Arbitrator resigns from the panel, the parties shall then mutually agree to a replacement Arbitrator within thirty (30) days.

NOTICE OF QUESTIONING

DATE: _____

TO: _____
Employee Name

Department/Title

FROM: _____

This Memorandum is to advise you that you may be a potential subject of a disciplinary action. Before questioning can occur, you have the right, pursuant to New York State Civil Service Law Section 75(2), to a reasonable period of time to obtain representation by your certified/recognized employee organization.

Please check one:

With full knowledge of the fact that CSEA has offered to represent me in this procedure, I do hereby release, remit and discharge CSEA from any duty or obligation to represent me in all aspects of any proceeding, all appeals therefrom and from any financial obligation for attorney's fees, arbitrator's fees or any other cost related thereto as may be incurred. I therefore waive my right to have a representative of my certified/recognized employee organization present at this time of questioning.

I wish to have a representative of my certified/recognized employee organization present at this time of questioning.

In the event you chose to have a representative present:

PLEASE TAKE NOTICE that you will be questioned at:

Date and Time: _____

Location: _____

PLEASE TAKE FURTHER NOTICE that it is your responsibility to notify your representative of the date, time and location of questioning and, in the event your representative fails to appear or obtain an extension of time to do so, the questioning will proceed as scheduled.

Employee Signature

Date

Union Representative Signature
(If applicable)

Date

Witness Signature

Date

EMPLOYEE RIGHTS FORM

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

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

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

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

Section 75/76 of the Civil Service Law

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

Contractual Disciplinary Procedure

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

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

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

Revised July 2009
Revised 6/2/10 Added Union Rep. Signature
Revised 11/19/15 Changed back to formal hearing. (Pre-arbitration conference language expired.)

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EMPLOYEE RIGHTS FORM

Under the CSEA contract you have rights as listed below.

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

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

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

RIGHTS

1. If you are a member of CSEA Unit 6300, you are entitled to representation by CSEA, or you may hire an attorney at your own expense, to represent you at each step of this procedure. If you choose to be represented by other than CSEA with full knowledge of the fact that CSEA has offered to represent you in this procedure, you release, remit and discharge CSEA from any obligation to represent you in all aspects of any proceeding, all appeals, therefrom and from any financial obligations for attorney's fees, arbitrator's fees or any other costs related thereto as may be incurred. If you are not a member of CSEA Unit 6300, you are entitled to representation, but not by CSEA.
2. You have the right to object to proposed discipline by filing this Employee Rights Form within five (5) working days of receipt of the proposed discipline.
3. If you file your objections, the Director of Human Resources will schedule a formal hearing within ten (10) working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Director of Human Resources will report his or her decision within two (2) working days following the close of the hearing.
5. You will then have twenty (20) working days after receipt of the Director's decision in which to file an appeal to binding arbitration.
6. Upon receipt of a Demand for Arbitration, the Director of Human Resources will notify the Arbitrator next in line.
7. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least five (5) working days prior to the date of the arbitration. Cost of the record or transcript shall be shared equally between the County and CSEA or the employee.
8. The cost of arbitration will be shared equally by the two parties.

EMPLOYEE RIGHTS FORM

Page 3

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

_____ I DISAGREE with the proposed discipline for the following reasons:

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

Therefore I elect:

_____ the Contractual Disciplinary Procedure (Article 21).

_____ Section 75 of the New York State Civil Service Law.

Employee Signature Date

Union Representative Signature Date
(If applicable)

Employer Signature Date

cc: Department Head
Department of Human Resources
CSEA President, Unit #6300

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EMPLOYEE RIGHTS FORM

Page 4

To the Employee and Department Head:

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

.....
DISCIPLINARY MATTER SETTLED:

Discipline to be imposed:

Effective (Date): _____

Employee Signature Date

Union Representative Signature Date
(If applicable)

Department Head Signature Date

.....
DISCIPLINARY MATTER NOT SETTLED:

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

Employee Signature Date

.....
DEPARTMENT OF HUMAN RESOURCES USE ONLY

Received: _____

Hearing Scheduled: _____

Officer (Director of Human Resources or Designee): _____

Cc: CSEA President, Unit #6300

Revised July 2009
Revised 6/2/10 Added Union Rep. Signature
Revised 11/19/15 Changed back to formal hearing. (Pre-Arbitration conference language expired.)

ARTICLE 21. SAVINGS CLAUSE

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

ARTICLE 22. LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 23. DURATION

This Agreement shall become effective January 1, 2024, and shall expire December 31, 2027. The provisions of this Agreement shall remain in effect until the parties reach a subsequent agreement. Items contained in this Agreement which constitute a change from the previous agreement shall become effective upon the date of ratification unless otherwise stated.

FOR CHAUTAUQUA COUNTY

Paul M. Wendel, Jr. 12/14/23
Paul M. Wendel, Jr. Date
County Executive

Deborah Makowski 12/14/23
Deborah Makowski Date
Director of Human Resources

Patrick Slagle 12/13/23
Patrick Slagle Date
County Attorney

Kitty Crow 12/14/23
Kitty Crow Date
County Finance Director

Jon DeAngelo 12/14/23
Jon DeAngelo Date
County Chief Information Officer

FOR CSEA UNIT 6300

Donald Williams 12/13/2023
Donald Williams Date
CSEA Unit 6300 President

Matthew DeAngelo 12/13/23
Matthew DeAngelo Date
Labor Relations Specialist

Bonnie Peters 12/13/23
Bonnie Peters Date
CSEA Unit 6300 Negotiating Committee

John Sedota 12/13/23
John Sedota Date
CSEA Unit 6300 Negotiating Committee

Lisa Fochtman 12/13/23
Lisa Fochtman Date
CSEA Unit 6300 Negotiating Committee

Ranee Culver 12/14/2023
Ranee Culver Date
CSEA Unit 6300 Negotiating Committee

Travis Weise 12/13/23
Travis Weise Date
CSEA Unit 6300 Negotiating Committee

Jeff Johnson 12/14/23
Jeff Johnson Date
CSEA Unit 6300 Negotiating Committee

APPENDIX A

2024 CSEA 6300 SALARY SCHEDULE

3% increase over 2023 Salary Schedule

| Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|
| 1 | | | 16.94 | 17.57 | 17.99 | 18.51 | 19.00 | 19.42 | 20.00 | 20.60 | 21.22 |
| 2 | | | 17.26 | 17.99 | 18.51 | 19.00 | 19.42 | 20.05 | 20.65 | 21.27 | 21.91 |
| 3 | | | 17.85 | 18.51 | 19.00 | 19.42 | 20.05 | 20.62 | 21.24 | 21.88 | 22.54 |
| 4 | | | 18.20 | 19.00 | 19.42 | 20.05 | 20.62 | 21.09 | 21.72 | 22.37 | 23.04 |
| 5 | | | 18.65 | 19.42 | 20.05 | 20.62 | 21.09 | 21.82 | 22.47 | 23.14 | 23.83 |
| 6 | | | 19.24 | 20.05 | 20.62 | 21.09 | 21.82 | 22.50 | 23.18 | 23.88 | 24.60 |
| 7 | | | 19.75 | 20.62 | 21.09 | 21.82 | 22.50 | 23.05 | 23.74 | 24.45 | 25.18 |
| 8 | | | 20.30 | 21.09 | 21.82 | 22.50 | 23.05 | 23.89 | 24.61 | 25.35 | 26.11 |
| 9 | | | 20.99 | 21.82 | 22.50 | 23.05 | 23.89 | 24.54 | 25.28 | 26.04 | 26.82 |
| 10 | | | 21.51 | 22.50 | 23.05 | 23.89 | 24.54 | 25.34 | 26.10 | 26.88 | 27.69 |
| 11 | | | 22.15 | 23.05 | 23.89 | 24.54 | 25.34 | 26.21 | 27.00 | 27.81 | 28.64 |
| 12 | | | 22.90 | 23.89 | 24.54 | 25.34 | 26.21 | 27.04 | 27.85 | 28.69 | 29.55 |
| 13 | | | 23.50 | 24.54 | 25.34 | 26.21 | 27.04 | 27.94 | 28.78 | 29.64 | 30.53 |
| 14 | | | 24.30 | 25.34 | 26.21 | 27.04 | 27.94 | 28.94 | 29.81 | 30.70 | 31.62 |
| 15 | | | 25.18 | 26.21 | 27.04 | 27.94 | 28.94 | 29.99 | 30.89 | 31.82 | 32.77 |
| 16 | | | 25.87 | 27.04 | 27.94 | 28.94 | 29.99 | 30.98 | 31.91 | 32.87 | 33.86 |
| 17 | | | 26.81 | 27.94 | 28.94 | 29.99 | 30.98 | 32.11 | 33.07 | 34.06 | 35.08 |
| 18 | | | 27.67 | 28.94 | 29.99 | 30.98 | 32.11 | 33.26 | 34.26 | 35.29 | 36.35 |
| 19 | | | 28.71 | 29.99 | 30.98 | 32.11 | 33.26 | 34.52 | 35.56 | 36.63 | 37.73 |
| 20 | | | 29.62 | 30.98 | 32.11 | 33.26 | 34.52 | 35.77 | 36.84 | 37.95 | 39.09 |
| 21 | | | 30.76 | 32.11 | 33.26 | 34.52 | 35.77 | 37.14 | 38.25 | 39.40 | 40.58 |
| 22 | | | 31.90 | 33.26 | 34.52 | 35.77 | 37.14 | 38.63 | 39.79 | 40.98 | 42.21 |
| 23 | | | 32.97 | 34.52 | 35.77 | 37.14 | 38.63 | 40.10 | 41.30 | 42.54 | 43.82 |
| 24 | | | 34.18 | 35.77 | 37.14 | 38.63 | 40.10 | 41.62 | 42.87 | 44.16 | 45.48 |
| 25 | | | 35.47 | 37.14 | 38.63 | 40.10 | 41.62 | 43.26 | 44.56 | 45.90 | 47.28 |
| 26 | | | 36.90 | 38.63 | 40.10 | 41.62 | 43.26 | 45.01 | 46.36 | 47.75 | 49.18 |
| 27 | | | 38.32 | 40.10 | 41.62 | 43.26 | 45.01 | 46.67 | 48.07 | 49.51 | 51.00 |
| 28 | | | 39.77 | 41.62 | 43.26 | 45.01 | 46.67 | 48.73 | 50.19 | 51.70 | 53.25 |
| 29 | | | 41.33 | 43.26 | 45.01 | 46.67 | 48.73 | 50.72 | 52.24 | 53.81 | 55.42 |
| 30 | | | 42.88 | 45.01 | 46.67 | 48.73 | 50.72 | 52.77 | 54.35 | 55.98 | 57.66 |
| 31 | | | 44.64 | 46.67 | 48.73 | 50.72 | 52.77 | 55.03 | 56.68 | 58.38 | 60.13 |
| 32 | | | 46.45 | 48.73 | 50.72 | 52.77 | 55.03 | 57.26 | 58.98 | 60.75 | 62.57 |
| 33 | | | 48.37 | 50.72 | 52.77 | 55.03 | 57.26 | 59.75 | 61.54 | 63.39 | 65.29 |
| 34 | | | 50.33 | 52.77 | 55.03 | 57.26 | 59.75 | 62.30 | 64.17 | 66.10 | 68.08 |
| 35 | | | 52.52 | 55.03 | 57.26 | 59.75 | 62.30 | 65.02 | 66.97 | 68.98 | 71.05 |
| 36 | | | 54.60 | 57.26 | 59.75 | 62.30 | 65.02 | 67.77 | 69.80 | 71.89 | 74.05 |
| 37 | | | 56.92 | 59.75 | 62.30 | 65.02 | 67.77 | 70.65 | 72.77 | 74.95 | 77.20 |
| 38 | | | 59.41 | 62.30 | 65.02 | 67.77 | 70.65 | 73.77 | 75.98 | 78.26 | 80.61 |
| 39 | | | 61.95 | 65.02 | 67.77 | 70.65 | 73.77 | 77.13 | 79.44 | 81.82 | 84.27 |
| 40 | | | 64.63 | 67.77 | 70.65 | 73.77 | 77.13 | 81.43 | 83.87 | 86.39 | 88.98 |
| 41 | | | 67.32 | 70.65 | 73.77 | 77.13 | 81.43 | 84.11 | 86.63 | 89.23 | 91.91 |
| 42 | | | 70.29 | 73.77 | 77.13 | 81.43 | 84.11 | 87.81 | 90.44 | 93.15 | 95.94 |
| 43 | | | 73.49 | 77.13 | 81.43 | 84.11 | 87.81 | 91.73 | 94.48 | 97.31 | 100.23 |
| 44 | | | 76.65 | 81.43 | 84.11 | 87.81 | 91.73 | 95.84 | 98.72 | 101.68 | 104.73 |
| 45 | | | 80.11 | 84.11 | 87.81 | 91.73 | 95.84 | 100.23 | 103.24 | 106.34 | 109.53 |

APPENDIX A

2025 CSEA 6300 SALARY SCHEDULE

3% increase over 2024 Salary Schedule

| Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|
| 1 | | | 17.45 | 18.10 | 18.53 | 19.07 | 19.57 | 20.00 | 20.60 | 21.22 | 21.86 |
| 2 | | | 17.78 | 18.53 | 19.07 | 19.57 | 20.00 | 20.65 | 21.27 | 21.91 | 22.57 |
| 3 | | | 18.39 | 19.07 | 19.57 | 20.00 | 20.65 | 21.24 | 21.88 | 22.54 | 23.22 |
| 4 | | | 18.75 | 19.57 | 20.00 | 20.65 | 21.24 | 21.72 | 22.37 | 23.04 | 23.73 |
| 5 | | | 19.21 | 20.00 | 20.65 | 21.24 | 21.72 | 22.47 | 23.14 | 23.83 | 24.54 |
| 6 | | | 19.82 | 20.65 | 21.24 | 21.72 | 22.47 | 23.18 | 23.88 | 24.60 | 25.34 |
| 7 | | | 20.34 | 21.24 | 21.72 | 22.47 | 23.18 | 23.74 | 24.45 | 25.18 | 25.94 |
| 8 | | | 20.91 | 21.72 | 22.47 | 23.18 | 23.74 | 24.61 | 25.35 | 26.11 | 26.89 |
| 9 | | | 21.62 | 22.47 | 23.18 | 23.74 | 24.61 | 25.28 | 26.04 | 26.82 | 27.62 |
| 10 | | | 22.16 | 23.18 | 23.74 | 24.61 | 25.28 | 26.10 | 26.88 | 27.69 | 28.52 |
| 11 | | | 22.81 | 23.74 | 24.61 | 25.28 | 26.10 | 27.00 | 27.81 | 28.64 | 29.50 |
| 12 | | | 23.59 | 24.61 | 25.28 | 26.10 | 27.00 | 27.85 | 28.69 | 29.55 | 30.44 |
| 13 | | | 24.21 | 25.28 | 26.10 | 27.00 | 27.85 | 28.78 | 29.64 | 30.53 | 31.45 |
| 14 | | | 25.03 | 26.10 | 27.00 | 27.85 | 28.78 | 29.81 | 30.70 | 31.62 | 32.57 |
| 15 | | | 25.94 | 27.00 | 27.85 | 28.78 | 29.81 | 30.89 | 31.82 | 32.77 | 33.75 |
| 16 | | | 26.65 | 27.85 | 28.78 | 29.81 | 30.89 | 31.91 | 32.87 | 33.86 | 34.88 |
| 17 | | | 27.61 | 28.78 | 29.81 | 30.89 | 31.91 | 33.07 | 34.06 | 35.08 | 36.13 |
| 18 | | | 28.50 | 29.81 | 30.89 | 31.91 | 33.07 | 34.26 | 35.29 | 36.35 | 37.44 |
| 19 | | | 29.57 | 30.89 | 31.91 | 33.07 | 34.26 | 35.56 | 36.63 | 37.73 | 38.86 |
| 20 | | | 30.51 | 31.91 | 33.07 | 34.26 | 35.56 | 36.84 | 37.95 | 39.09 | 40.26 |
| 21 | | | 31.68 | 33.07 | 34.26 | 35.56 | 36.84 | 38.25 | 39.40 | 40.58 | 41.80 |
| 22 | | | 32.86 | 34.26 | 35.56 | 36.84 | 38.25 | 39.79 | 40.98 | 42.21 | 43.48 |
| 23 | | | 33.96 | 35.56 | 36.84 | 38.25 | 39.79 | 41.30 | 42.54 | 43.82 | 45.13 |
| 24 | | | 35.21 | 36.84 | 38.25 | 39.79 | 41.30 | 42.87 | 44.16 | 45.48 | 46.84 |
| 25 | | | 36.53 | 38.25 | 39.79 | 41.30 | 42.87 | 44.56 | 45.90 | 47.28 | 48.70 |
| 26 | | | 38.01 | 39.79 | 41.30 | 42.87 | 44.56 | 46.36 | 47.75 | 49.18 | 50.66 |
| 27 | | | 39.47 | 41.30 | 42.87 | 44.56 | 46.36 | 48.07 | 49.51 | 51.00 | 52.53 |
| 28 | | | 40.96 | 42.87 | 44.56 | 46.36 | 48.07 | 50.19 | 51.70 | 53.25 | 54.85 |
| 29 | | | 42.57 | 44.56 | 46.36 | 48.07 | 50.19 | 52.24 | 53.81 | 55.42 | 57.08 |
| 30 | | | 44.17 | 46.36 | 48.07 | 50.19 | 52.24 | 54.35 | 55.98 | 57.66 | 59.39 |
| 31 | | | 45.98 | 48.07 | 50.19 | 52.24 | 54.35 | 56.68 | 58.38 | 60.13 | 61.93 |
| 32 | | | 47.84 | 50.19 | 52.24 | 54.35 | 56.68 | 58.98 | 60.75 | 62.57 | 64.45 |
| 33 | | | 49.82 | 52.24 | 54.35 | 56.68 | 58.98 | 61.54 | 63.39 | 65.29 | 67.25 |
| 34 | | | 51.84 | 54.35 | 56.68 | 58.98 | 61.54 | 64.17 | 66.10 | 68.08 | 70.12 |
| 35 | | | 54.10 | 56.68 | 58.98 | 61.54 | 64.17 | 66.97 | 68.98 | 71.05 | 73.18 |
| 36 | | | 56.24 | 58.98 | 61.54 | 64.17 | 66.97 | 69.80 | 71.89 | 74.05 | 76.27 |
| 37 | | | 58.63 | 61.54 | 64.17 | 66.97 | 69.80 | 72.77 | 74.95 | 77.20 | 79.52 |
| 38 | | | 61.19 | 64.17 | 66.97 | 69.80 | 72.77 | 75.98 | 78.26 | 80.61 | 83.03 |
| 39 | | | 63.81 | 66.97 | 69.80 | 72.77 | 75.98 | 79.44 | 81.82 | 84.27 | 86.80 |
| 40 | | | 66.57 | 69.80 | 72.77 | 75.98 | 79.44 | 83.87 | 86.39 | 88.98 | 91.65 |
| 41 | | | 69.34 | 72.77 | 75.98 | 79.44 | 83.87 | 86.63 | 89.23 | 91.91 | 94.67 |
| 42 | | | 72.40 | 75.98 | 79.44 | 83.87 | 86.63 | 90.44 | 93.15 | 95.94 | 98.82 |
| 43 | | | 75.69 | 79.44 | 83.87 | 86.63 | 90.44 | 94.48 | 97.31 | 100.23 | 103.24 |
| 44 | | | 78.95 | 83.87 | 86.63 | 90.44 | 94.48 | 98.72 | 101.68 | 104.73 | 107.87 |
| 45 | | | 82.51 | 86.63 | 90.44 | 94.48 | 98.72 | 103.24 | 106.34 | 109.53 | 112.82 |

APPENDIX A

2026 CSEA 6300 SALARY SCHEDULE

3.5% increase over 2025 Salary Schedule

| Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|
| 1 | | | 18.06 | 18.73 | 19.18 | 19.74 | 20.25 | 20.70 | 21.32 | 21.96 | 22.63 |
| 2 | | | 18.40 | 19.18 | 19.74 | 20.25 | 20.70 | 21.37 | 22.01 | 22.68 | 23.36 |
| 3 | | | 19.03 | 19.74 | 20.25 | 20.70 | 21.37 | 21.98 | 22.65 | 23.33 | 24.03 |
| 4 | | | 19.41 | 20.25 | 20.70 | 21.37 | 21.98 | 22.48 | 23.15 | 23.85 | 24.56 |
| 5 | | | 19.88 | 20.70 | 21.37 | 21.98 | 22.48 | 23.26 | 23.95 | 24.66 | 25.40 |
| 6 | | | 20.51 | 21.37 | 21.98 | 22.48 | 23.26 | 23.99 | 24.72 | 25.46 | 26.23 |
| 7 | | | 21.05 | 21.98 | 22.48 | 23.26 | 23.99 | 24.57 | 25.31 | 26.06 | 26.85 |
| 8 | | | 21.64 | 22.48 | 23.26 | 23.99 | 24.57 | 25.47 | 26.24 | 27.02 | 27.83 |
| 9 | | | 22.38 | 23.26 | 23.99 | 24.57 | 25.47 | 26.16 | 26.95 | 27.76 | 28.59 |
| 10 | | | 22.94 | 23.99 | 24.57 | 25.47 | 26.16 | 27.01 | 27.82 | 28.66 | 29.52 |
| 11 | | | 23.61 | 24.57 | 25.47 | 26.16 | 27.01 | 27.95 | 28.78 | 29.64 | 30.53 |
| 12 | | | 24.42 | 25.47 | 26.16 | 27.01 | 27.95 | 28.82 | 29.69 | 30.58 | 31.51 |
| 13 | | | 25.06 | 26.16 | 27.01 | 27.95 | 28.82 | 29.79 | 30.68 | 31.60 | 32.55 |
| 14 | | | 25.91 | 27.01 | 27.95 | 28.82 | 29.79 | 30.85 | 31.77 | 32.73 | 33.71 |
| 15 | | | 26.85 | 27.95 | 28.82 | 29.79 | 30.85 | 31.97 | 32.93 | 33.92 | 34.93 |
| 16 | | | 27.58 | 28.82 | 29.79 | 30.85 | 31.97 | 33.03 | 34.02 | 35.05 | 36.10 |
| 17 | | | 28.58 | 29.79 | 30.85 | 31.97 | 33.03 | 34.23 | 35.25 | 36.31 | 37.39 |
| 18 | | | 29.50 | 30.85 | 31.97 | 33.03 | 34.23 | 35.46 | 36.53 | 37.62 | 38.75 |
| 19 | | | 30.60 | 31.97 | 33.03 | 34.23 | 35.46 | 36.80 | 37.91 | 39.05 | 40.22 |
| 20 | | | 31.58 | 33.03 | 34.23 | 35.46 | 36.80 | 38.13 | 39.28 | 40.46 | 41.67 |
| 21 | | | 32.79 | 34.23 | 35.46 | 36.80 | 38.13 | 39.59 | 40.78 | 42.00 | 43.26 |
| 22 | | | 34.01 | 35.46 | 36.80 | 38.13 | 39.59 | 41.18 | 42.41 | 43.69 | 45.00 |
| 23 | | | 35.15 | 36.80 | 38.13 | 39.59 | 41.18 | 42.75 | 44.03 | 45.35 | 46.71 |
| 24 | | | 36.44 | 38.13 | 39.59 | 41.18 | 42.75 | 44.37 | 45.71 | 47.07 | 48.48 |
| 25 | | | 37.81 | 39.59 | 41.18 | 42.75 | 44.37 | 46.12 | 47.51 | 48.93 | 50.40 |
| 26 | | | 39.34 | 41.18 | 42.75 | 44.37 | 46.12 | 47.98 | 49.42 | 50.90 | 52.43 |
| 27 | | | 40.85 | 42.75 | 44.37 | 46.12 | 47.98 | 49.75 | 51.24 | 52.79 | 54.37 |
| 28 | | | 42.39 | 44.37 | 46.12 | 47.98 | 49.75 | 51.95 | 53.51 | 55.11 | 56.77 |
| 29 | | | 44.06 | 46.12 | 47.98 | 49.75 | 51.95 | 54.07 | 55.69 | 57.36 | 59.08 |
| 30 | | | 45.72 | 47.98 | 49.75 | 51.95 | 54.07 | 56.25 | 57.94 | 59.68 | 61.47 |
| 31 | | | 47.59 | 49.75 | 51.95 | 54.07 | 56.25 | 58.66 | 60.42 | 62.23 | 64.10 |
| 32 | | | 49.51 | 51.95 | 54.07 | 56.25 | 58.66 | 61.04 | 62.88 | 64.76 | 66.71 |
| 33 | | | 51.56 | 54.07 | 56.25 | 58.66 | 61.04 | 63.69 | 65.61 | 67.58 | 69.60 |
| 34 | | | 53.65 | 56.25 | 58.66 | 61.04 | 63.69 | 66.42 | 68.41 | 70.46 | 72.57 |
| 35 | | | 55.99 | 58.66 | 61.04 | 63.69 | 66.42 | 69.31 | 71.39 | 73.54 | 75.74 |
| 36 | | | 58.21 | 61.04 | 63.69 | 66.42 | 69.31 | 72.24 | 74.41 | 76.64 | 78.94 |
| 37 | | | 60.68 | 63.69 | 66.42 | 69.31 | 72.24 | 75.32 | 77.57 | 79.90 | 82.30 |
| 38 | | | 63.33 | 66.42 | 69.31 | 72.24 | 75.32 | 78.64 | 81.00 | 83.43 | 85.94 |
| 39 | | | 66.04 | 69.31 | 72.24 | 75.32 | 78.64 | 82.22 | 84.68 | 87.22 | 89.84 |
| 40 | | | 68.90 | 72.24 | 75.32 | 78.64 | 82.22 | 86.81 | 89.41 | 92.09 | 94.86 |
| 41 | | | 71.77 | 75.32 | 78.64 | 82.22 | 86.81 | 89.66 | 92.35 | 95.13 | 97.98 |
| 42 | | | 74.93 | 78.64 | 82.22 | 86.81 | 89.66 | 93.61 | 96.41 | 99.30 | 102.28 |
| 43 | | | 78.34 | 82.22 | 86.81 | 89.66 | 93.61 | 97.79 | 100.72 | 103.74 | 106.85 |
| 44 | | | 81.71 | 86.81 | 89.66 | 93.61 | 97.79 | 102.18 | 105.24 | 108.40 | 111.65 |
| 45 | | | 85.40 | 89.66 | 93.61 | 97.79 | 102.18 | 106.85 | 110.06 | 113.36 | 116.77 |

APPENDIX A

2027 CSEA 6300 SALARY SCHEDULE

3.5% increase over 2026 Salary Schedule

| Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|
| 1 | | | 18.69 | 19.39 | 19.85 | 20.43 | 20.96 | 21.42 | 22.07 | 22.73 | 23.42 |
| 2 | | | 19.04 | 19.85 | 20.43 | 20.96 | 21.42 | 22.12 | 22.78 | 23.47 | 24.18 |
| 3 | | | 19.70 | 20.43 | 20.96 | 21.42 | 22.12 | 22.75 | 23.44 | 24.15 | 24.87 |
| 4 | | | 20.09 | 20.96 | 21.42 | 22.12 | 22.75 | 23.27 | 23.96 | 24.68 | 25.42 |
| 5 | | | 20.58 | 21.42 | 22.12 | 22.75 | 23.27 | 24.07 | 24.79 | 25.52 | 26.29 |
| 6 | | | 21.23 | 22.12 | 22.75 | 23.27 | 24.07 | 24.83 | 25.59 | 26.35 | 27.15 |
| 7 | | | 21.79 | 22.75 | 23.27 | 24.07 | 24.83 | 25.43 | 26.20 | 26.97 | 27.79 |
| 8 | | | 22.40 | 23.27 | 24.07 | 24.83 | 25.43 | 26.36 | 27.16 | 27.97 | 28.80 |
| 9 | | | 23.16 | 24.07 | 24.83 | 25.43 | 26.36 | 27.08 | 27.89 | 28.73 | 29.59 |
| 10 | | | 23.74 | 24.83 | 25.43 | 26.36 | 27.08 | 27.96 | 28.79 | 29.66 | 30.55 |
| 11 | | | 24.44 | 25.43 | 26.36 | 27.08 | 27.96 | 28.93 | 29.79 | 30.68 | 31.60 |
| 12 | | | 25.27 | 26.36 | 27.08 | 27.96 | 28.93 | 29.83 | 30.73 | 31.65 | 32.61 |
| 13 | | | 25.94 | 27.08 | 27.96 | 28.93 | 29.83 | 30.83 | 31.75 | 32.71 | 33.69 |
| 14 | | | 26.82 | 27.96 | 28.93 | 29.83 | 30.83 | 31.93 | 32.88 | 33.88 | 34.89 |
| 15 | | | 27.79 | 28.93 | 29.83 | 30.83 | 31.93 | 33.09 | 34.08 | 35.11 | 36.15 |
| 16 | | | 28.55 | 29.83 | 30.83 | 31.93 | 33.09 | 34.19 | 35.21 | 36.28 | 37.36 |
| 17 | | | 29.58 | 30.83 | 31.93 | 33.09 | 34.19 | 35.43 | 36.48 | 37.58 | 38.70 |
| 18 | | | 30.53 | 31.93 | 33.09 | 34.19 | 35.43 | 36.70 | 37.81 | 38.94 | 40.11 |
| 19 | | | 31.67 | 33.09 | 34.19 | 35.43 | 36.70 | 38.09 | 39.24 | 40.42 | 41.63 |
| 20 | | | 32.69 | 34.19 | 35.43 | 36.70 | 38.09 | 39.46 | 40.65 | 41.88 | 43.13 |
| 21 | | | 33.94 | 35.43 | 36.70 | 38.09 | 39.46 | 40.98 | 42.21 | 43.47 | 44.77 |
| 22 | | | 35.20 | 36.70 | 38.09 | 39.46 | 40.98 | 42.62 | 43.89 | 45.22 | 46.58 |
| 23 | | | 36.38 | 38.09 | 39.46 | 40.98 | 42.62 | 44.25 | 45.57 | 46.94 | 48.34 |
| 24 | | | 37.72 | 39.46 | 40.98 | 42.62 | 44.25 | 45.92 | 47.31 | 48.72 | 50.18 |
| 25 | | | 39.13 | 40.98 | 42.62 | 44.25 | 45.92 | 47.73 | 49.17 | 50.64 | 52.16 |
| 26 | | | 40.72 | 42.62 | 44.25 | 45.92 | 47.73 | 49.66 | 51.15 | 52.68 | 54.27 |
| 27 | | | 42.28 | 44.25 | 45.92 | 47.73 | 49.66 | 51.49 | 53.03 | 54.64 | 56.27 |
| 28 | | | 43.87 | 45.92 | 47.73 | 49.66 | 51.49 | 53.77 | 55.38 | 57.04 | 58.76 |
| 29 | | | 45.60 | 47.73 | 49.66 | 51.49 | 53.77 | 55.96 | 57.64 | 59.37 | 61.15 |
| 30 | | | 47.32 | 49.66 | 51.49 | 53.77 | 55.96 | 58.22 | 59.97 | 61.77 | 63.62 |
| 31 | | | 49.26 | 51.49 | 53.77 | 55.96 | 58.22 | 60.71 | 62.53 | 64.41 | 66.34 |
| 32 | | | 51.24 | 53.77 | 55.96 | 58.22 | 60.71 | 63.18 | 65.08 | 67.03 | 69.04 |
| 33 | | | 53.36 | 55.96 | 58.22 | 60.71 | 63.18 | 65.92 | 67.91 | 69.95 | 72.04 |
| 34 | | | 55.53 | 58.22 | 60.71 | 63.18 | 65.92 | 68.74 | 70.80 | 72.93 | 75.11 |
| 35 | | | 57.95 | 60.71 | 63.18 | 65.92 | 68.74 | 71.74 | 73.89 | 76.11 | 78.39 |
| 36 | | | 60.25 | 63.18 | 65.92 | 68.74 | 71.74 | 74.77 | 77.01 | 79.32 | 81.70 |
| 37 | | | 62.80 | 65.92 | 68.74 | 71.74 | 74.77 | 77.96 | 80.28 | 82.70 | 85.18 |
| 38 | | | 65.55 | 68.74 | 71.74 | 74.77 | 77.96 | 81.39 | 83.84 | 86.35 | 88.95 |
| 39 | | | 68.35 | 71.74 | 74.77 | 77.96 | 81.39 | 85.10 | 87.64 | 90.27 | 92.98 |
| 40 | | | 71.31 | 74.77 | 77.96 | 81.39 | 85.10 | 89.85 | 92.54 | 95.31 | 98.18 |
| 41 | | | 74.28 | 77.96 | 81.39 | 85.10 | 89.85 | 92.80 | 95.58 | 98.46 | 101.41 |
| 42 | | | 77.55 | 81.39 | 85.10 | 89.85 | 92.80 | 96.89 | 99.78 | 102.78 | 105.86 |
| 43 | | | 81.08 | 85.10 | 89.85 | 92.80 | 96.89 | 101.21 | 104.25 | 107.37 | 110.59 |
| 44 | | | 84.57 | 89.85 | 92.80 | 96.89 | 101.21 | 105.76 | 108.92 | 112.19 | 115.56 |
| 45 | | | 88.39 | 92.80 | 96.89 | 101.21 | 105.76 | 110.59 | 113.91 | 117.33 | 120.86 |

APPENDIX B

Chautauqua County 2024 Health Insurance Rates

Opt Out Option

Employee is paid 35% of the High Deductible Plan premium for opting out of the County's Health Plan. Opt-Out Amounts

| Plan | Annual |
|-----------|------------|
| Single | \$2,931.00 |
| Family 2 | \$5,798.00 |
| Family 3+ | \$9,142.00 |

Coverage Option: Univera

| Premium Share | | | Deductible Share | | |
|---------------|-----------|--------|------------------|-----------|------------|
| Employee | Bi-Weekly | Annual | Employee | Bi-Weekly | Annual |
| Single | \$0.00 | \$0.00 | Single | \$45.72 | \$1,097.30 |
| Family 2 | \$0.00 | \$0.00 | Family 2 | \$90.68 | \$2,176.40 |
| Family 3+ | \$0.00 | \$0.00 | Family 3+ | \$130.50 | \$3,132.00 |

| County | Bi-Weekly | Annual | County | Bi-Weekly | Annual |
|-----------|------------|-------------|-----------|-----------|------------|
| Single | \$322.04 | \$8,373.00 | Single | \$62.61 | \$1,502.70 |
| Family 2 | \$637.08 | \$16,564.00 | Family 2 | \$125.98 | \$3,023.60 |
| Family 3+ | \$1,004.62 | \$26,120.00 | Family 3+ | \$86.17 | \$2,068.00 |

| Total Premium | Bi-Weekly | Annual | Total Deductible | Bi-Weekly | Annual |
|---------------|------------|-------------|------------------|-----------|------------|
| Single | \$322.04 | \$8,373.00 | Single | \$108.33 | \$2,600.00 |
| Family 2 | \$637.08 | \$16,564.00 | Family 2 | \$216.67 | \$5,200.00 |
| Family 3+ | \$1,004.62 | \$26,120.00 | Family 3+ | \$216.67 | \$5,200.00 |

APPENDIX B



CHAUTAUQUA COUNTY

General Information

Cost Sharing Expenses

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|---|------------|----------------|---|
| Deductible - Single | \$2,600 | \$2,600 | One deductible for both in and out of network combined. Deductible applies to annual OOP Maximum. Integrated Rx applies to deductible and OOP maximum. The family deductible is met for all when one or more people on the contract meet the total family deductible. Family equals 2 or more people. One deductible for both in and out of network combined. Deductible applies to OOP Maximum. Integrated Rx applies to deductible and OOP maximum. |
| Deductible - Family | \$5,200 | \$5,200 | |
| Coinsurance | 0% | 0% | Out-of-pocket maximums accumulate coinsurance, copays and the deductible. Out-of-pocket maximums exclude balances over allowable expense and non-covered services. Out-of-pocket maximums accumulate coinsurance, copays and the deductible. Out-of-pocket maximums exclude balances over allowable expense and non-covered services. The Out-of-Pocket Maximum Per Person Cap includes deductible, coinsurance, copays and prescription drugs. If a member under a family contract meets the Out-Of-Pocket Maximum Per Person Cap amount, the individual will no longer pay for covered services and claims will be paid at 100% of the allowable amount by the Health Plan for the remainder of the plan year. The remaining annual out-of-pocket maximum still needs to be met by any combination of family members on the contract before claims are paid at 100% for the whole family. |
| Annual Out of Pocket Maximum - Single | \$5,500 | \$5,500 | |
| Annual Out of Pocket Maximum - Family | \$11,000 | \$11,000 | |
| Annual Out of Pocket Maximum - Per Person Cap | \$6,650 | \$6,650 | |

Office Visit Cost Shares

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|---------------------------|---|---|-----------------------------------|
| Cost Share - Primary Care | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Cost Share - Specialist | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Cost Share - Sick Kids | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |

Plan Limits

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|--|------------|----------------|-----------------------------------|
| Plan/Calendar Year | | | Calendar Year Benefits |
| Diabetic Preauthorization and Step Therapy | | | Yes |

Who is Covered

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|---------------------------|------------|----------------|-----------------------------------|
| Domestic Partner Coverage | | | Not Covered |

Inpatient Services

Inpatient Facility

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|------------------------------|---|---|---|
| Inpatient Hospital Services | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Mental Health Care | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Substance Use Detoxification | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Skilled Nursing Facility | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | 120 Days per year Limits are combined INN and OON. |
| Physical Rehabilitation | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | 60 Days per year Limits are combined INN and OON. |
| Maternity Care | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |

Inpatient Professional Services

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|----------------------------|---|---|--|
| Inpatient Hospital Surgery | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Anesthesia | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | Includes anesthesia rendered for Inpatient, Outpatient, Office Visit, and Maternity services. Anesthesia does not require a physician or referral. |

Outpatient Facility Services

Outpatient Facility Services

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|---|---|---|--|
| Surgical Centers and Freestanding Ambulatory Surgical Centers Surgical Care | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Diagnostic X-ray | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Diagnostic Laboratory and Pathology | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Radiation Therapy | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Chemotherapy | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Dialysis | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Infusion Therapy | Inclusive of Primary Service | Inclusive of Primary Service | Is inclusive in the Home Care benefit and not covered as a separate benefit. |
| Mental Health Care | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | Includes Partial Hospitalization |
| Substance Use Care | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | Includes Partial Hospitalization |

Home and Hospice Care

Home Care

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|-----------------------|---|---|--|
| Home Care | In Network 0% Coinsurance Subject to Deductible | Out of Network 0% Coinsurance Subject to Deductible | 40 Visits per year Limits are combined INN and OON. |
| Home Infusion Therapy | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | 40 Visits per year Services must be ordered by a Physician/ authorized Health Care Professional and provided by an agency or office licensed/ certified to provide infusion therapy as part of a primary service (such as chemotherapy, radiation therapy and home health care). |

Hospice Care

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|------------------------|---|---|-----------------------------------|
| Hospice Care Inpatient | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |

Outpatient and Office Professional Services

Professional Services

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|-------------------------------------|---|---|--|
| Office Surgery | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Diagnostic X-ray | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Diagnostic Laboratory and Pathology | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Chemotherapy | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Dialysis | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Maternity Care | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Radiation Therapy | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Infusion Therapy | PCP/Specialist - Inclusive of Primary Service | Inclusive of Primary Service | Inclusive of Primary Service is inclusive in the Home Care benefit and not covered as a separate benefit. |
| Mental Health Care | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Telehealth | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Telemedicine Program | PCP/Specialist - 0% Coinsurance Subject to Deductible | Not Covered | Covers online internet consultations between the member and the providers who participate in our Telemedicine/MDLive Program for medical and behavioral health conditions that are not emergency conditions. |

| | | |
|-------------------|---|---|
| Chiropractic Care | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible |
|-------------------|---|---|

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|-----------------------------------|---|---|--|
| Allergy Testing | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | Allergy Testing includes injections and scratch and prick tests. |
| Allergy Treatment Including Serum | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | Includes desensitization treatments (injections & serums). |
| Hearing Evaluations Routine | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | 1 Exam Per Year Limits are combined INN and OON. |

Rehab and Habilitation

Outpatient Facility

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|-----------------------------|---|---|---|
| Physical Rehabilitation | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | 45 Visits per year Includes aggregate of visits for INN and OON and professional and facility covered services for physical, speech, and occupational therapy. |
| Occupational Rehabilitation | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | 45 Visits per year |
| Speech Rehabilitation | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | 45 Visits per year |

Outpatient Professional Services

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|-----------------------------|---|---|---|
| Physical Rehabilitation | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | 45 Visits per year Includes aggregate of visits for INN and OON and professional and facility covered services for physical, speech, and occupational therapy. |
| Occupational Rehabilitation | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | 45 Visits per year |
| Speech Rehabilitation | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | 45 Visits per year |

Preventive Services

Preventive Professional Services Meeting Federal Guidelines*

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|-------------------------------------|----------------------------------|---|-----------------------------------|
| Adult Physical Examination | PCP/Specialist - Covered in Full | 0% Coinsurance Subject to Deductible | 1 Exam per year |
| Adult Immunizations | PCP/Specialist - Covered in Full | 0% Coinsurance Subject to Deductible | |
| Well Child Visits and Immunizations | PCP/Specialist - Covered in Full | Covered in Full | |
| Routine GYN Visit | PCP/Specialist - Covered in Full | 0% Coinsurance Subject to Deductible | |
| Pre/Post-Natal Care | PCP/Specialist - Covered in Full | 0% Coinsurance Subject to Deductible | |
| Mammography Screening Professional | PCP/Specialist - Covered in Full | 0% Coinsurance Subject to Deductible | |
| Colonoscopy Screening Professional | PCP/Specialist - Covered in Full | 0% Coinsurance Subject to Deductible | |
| Bone Density Screening Professional | PCP/Specialist - Covered in Full | 0% Coinsurance Subject to Deductible | |

Preventive Facility Services Meeting Federal Guidelines*

| Benefit Name | Network | Out of Network | Limits and Additional Information |
|---------------------------------|-----------------|---|-----------------------------------|
| Cervical Cytology Preventative | Covered in Full | 0% Coinsurance Subject to Deductible | |
| Mammography Screening Facility | Covered in Full | 0% Coinsurance Subject to Deductible | |
| Colonoscopy Screening Facility | Covered in Full | 0% Coinsurance Subject to Deductible | |
| Bone Density Screening Facility | Covered in Full | 0% Coinsurance Subject to Deductible | |

Preventive services in addition to those required under Federal Guidelines - Professional

| Benefit Name | Network | Out of Network | Limits and Additional Information |
|-------------------------------------|--|---|-----------------------------------|
| Prostate Cancer Screening | PCP/Specialist - Covered in Full | 0% Coinsurance Subject to Deductible | |
| Mammography Screening Professional | PCP/Specialist - Covered in Full | 0% Coinsurance Subject to Deductible | |
| Colonoscopy Screening Professional | PCP/Specialist - Covered in Full | 0% Coinsurance Subject to Deductible | |
| Bone Density Screening Professional | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |

Preventive services in addition to those required under Federal Guidelines - Facility

| Benefit Name | Network | Out of Network | Limits and Additional Information |
|---------------------------------|---|---|-----------------------------------|
| Mammography Screening Facility | Covered in Full | 0% Coinsurance Subject to Deductible | |
| Colonoscopy Screening Facility | Covered in Full | 0% Coinsurance Subject to Deductible | |
| Bone Density Screening Facility | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |

Other Benefits

Additional Benefits

| Benefit Name | Network | Out of Network | Limits and Additional Information |
|--|--|---|--|
| Treatment of Diabetes Insulin and Supplies | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | Limited to a 30 day supply for retail pharmacy or a 90 day supply for mail order pharmacy. |
| Diabetic Equipment | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Durable Medical Equipment (DME) | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Medical Supplies | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |
| Acupuncture | PCP/Specialist - 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | 10 Visits per year Limits combined INN and OCN. |
| Private Duty Nursing | PCP/Specialist - Not Covered | Not Covered | Not Covered |

Emergency Services

ER Facility

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|-------------------------------|---|---|--|
| Facility Emergency Room Visit | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | Prior Authorization may not apply to any emergency care services. Emergency services are covered worldwide if provided by a hospital facility. |

Transportation

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|--|---|---|-----------------------------------|
| Prehospital Emergency and Transportation - Ground or Water | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |

Urgent Care

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|-----------------------------------|---|---|-----------------------------------|
| Urgent Care Center Facility Visit | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | |

Ancillary Benefits

Vision

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|-------------------------------|---|---|---|
| Pediatric Eye Exams - Routine | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | 1 Exam per year Limits are combined INN and OON. |
| Pediatric Eyewear - Routine | Not Covered | Not Covered | Not Covered |
| Adult Eye Exams - Routine | 0% Coinsurance Subject to Deductible | 0% Coinsurance Subject to Deductible | 1 Exam per year Limits are combined INN and OON. |
| Adult Eyewear - Routine | Not Covered | Not Covered | Not Covered |

Rx Benefits

Rx Plan

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|--------------|------------|----------------|---|
| Rx Plan | | | \$51\$351\$55, \$0 GEN FOR KIDS Integrated RX |

Rx Benefits

| Benefit Name | In Network | Out of Network | Limits and Additional Information |
|------------------------------|------------|----------------|-----------------------------------|
| Days Supply Per Retail Order | 30 | | |
| Days Supply Per Mail Order | 90 | | |
| Copays Per Mail Order Supply | 1 | | |

This document is not a contract. It is not intended to replace the coverage of the program. Benefits are determined by the terms of the contract. Any amendments to this document and the contract shall be removed in favor of the contract in effect at the time services are rendered. All benefits are subject to medical necessity. All day and visit limits are combined limits for both in and out of network benefits.

* For non-grandfathered groups, Preventive Services coverage required by the Patient Protection and Affordable Care Act are not quoted herein. Please refer to the United States Preventive Services Task Force (USPSTF) list of items and services rated "A" or "B", the guidelines supported by the Health Resources and Services Administration (HRSA) and the list of immunizations recommended by the Advisory Committee on Immunization Practices (ACIP) for a complete list of services that are covered pursuant to the Patient Protection and Affordable Care Act requirements.

APPENDIX C

Chautauqua County CSEA Unit 6300 Employees Dental Plan

| ADA Procedure Code | Schedule Fee | Schedule Effective 1/1/2011 |
|---------------------------|---|------------------------------------|
| Major Restorative | | Maximum |
| D2510 | Inlay - Metallic - One Surface | \$ 117 |
| D2520 | Inlay - Metallic - Two Surfaces | \$ 162 |
| D2530 | Inlay - Metallic - Three Surfaces | \$ 207 |
| D2540 | Inlay / Onlay - Metallic | \$ 92 |
| D2710 | Crown - Resin | \$ 123 |
| D2740 | Crown - Porcelain | \$ 227 |
| D2750 | Crown - Porcelain / High Noble | \$ 342 |
| D2751 | Crown - Porcelain / Predominantly Base | \$ 240 |
| D2752 | Crown - Porcelain / Noble | \$ 328 |
| D2790 | Crown - Full Cast High Noble | \$ 204 |
| D2791 | Crown - Full Cast Predominantly Base | \$ 177 |
| D2792 | Crown - Full Cast Noble | \$ 180 |
| D2810 | Crown - 3/4 Cast Metallic | \$ 180 |
| D2910 | Inlay - Recement | \$ 21 |
| D2920 | Crown - Recement | \$ 46 |
| D2930 | Crown - Stainless Steel - Primary | \$ 45 |
| D2931 | Crown - Stainless Steel - Permanent | \$ 57 |
| D2932 | Crown - Prefabricated Resin | \$ 47 |
| D2933 | Crown - Stainless Steel with Resin Window | \$ 42 |
| D2952 | Cast Post and Core in Addition to Crown | \$ 78 |
| D2954 | Prefabricated Post and Core in Addition to Crown | \$ 119 |
| D2970 | Crown - Temporary for a Fractured Tooth | \$ 42 |
| D2980 | Crown Repair | \$ 53 |
| Prosthetic | | Maximum |
| D5110 | Complete Denture - Upper | \$ 209 |
| D5120 | Complete Denture - Lower | \$ 197 |
| D5130 | Immediate Denture - Upper | \$ 142 |
| D5140 | Immediate Denture - Lower | \$ 130 |
| D5211 | Partial Denture - Upper - Resin with Clasps | \$ 128 |
| D5212 | Partial Denture - Lower - Resin with Clasps | \$ 132 |
| D5213 | Partial Denture - Upper - Metal with Clasps | \$ 145 |
| D5214 | Partial Denture - Lower - Metal with Clasps | \$ 240 |
| D5281 | Partial Denture - Unilateral - Metal with Clasps | \$ 234 |
| D5410 | Adjust Complete Denture - Upper | \$ 28 |
| D5411 | Adjust Complete Denture - Lower | \$ 6 |
| D5421 | Adjust Partial Denture - Upper | \$ 6 |
| D5422 | Adjust Partial Denture - Lower | \$ 6 |
| D5510 | Repair Broken Complete Denture Base | \$ 28 |
| D5520 | Replace Missing or Broken Tooth on a Complete Denture | \$ 34 |
| D5610 | Repair Resin Saddle or Base | \$ 23 |
| D5620 | Repair Cast Framework | \$ 36 |
| D5630 | Repair or Replace Broken Clasps | \$ 22 |

APPENDIX C

Chautauqua County CSEA Unit 6300 Employees Dental Plan

| ADA Procedure Code | Schedule Fee | Schedule Effective 1/1/2011 |
|---------------------------|--|------------------------------------|
| D5640 | Replace Broken Tooth | \$ 28 |
| D5650 | Add Tooth to Existing Partial Denture | \$ 23 |
| D5660 | Add Clasp to Existing Partial Denture | \$ 22 |
| D5730 | Reline Complete Denture / Chairside - Upper | \$ 46 |
| D5731 | Reline Complete Denture / Chairside - Lower | \$ 38 |
| D5740 | Reline Partial Denture / Chairside - Upper | \$ 28 |
| D5741 | Reline Partial Denture / Chairside - Lower | \$ 28 |
| D5750 | Reline Complete Denture / Laboratory - Upper | \$ 78 |
| D5751 | Reline Complete Denture / Laboratory - Lower | \$ 66 |
| D5760 | Reline Partial Denture / Laboratory - Upper | \$ 43 |
| D5761 | Reline Partial Denture / Laboratory - Lower | \$ 43 |
| D5850 | Tissue Conditioning - Upper Denture | \$ 22 |
| D5851 | Tissue Conditioning - Lower Denture | \$ 23 |
| D6210 | Pontic - Cast High Noble | \$ 126 |
| D6211 | Pontic - Case Predominantly Base | \$ 112 |
| D6240 | Pontic - Porcelain / High Noble | \$ 173 |
| D6241 | Pontic - Porcelain / Predominantly Base | \$ 150 |
| D6242 | Pontic - Porcelain / Noble | \$ 155 |
| D6245 | Pontic - Porcelain | \$ 108 |
| D6520 | Abutment Inlay - Metallic - Two Surfaces | \$ 142 |
| D6530 | Abutment Inlay - Metallic - Three or More Surfaces | \$ 92 |
| D6540 | Abutment Inlay / Onlay - Metallic | \$ 121 |
| D6545 | Retainer - Cast Metal for Acid Etch Bridge | \$ 22 |
| D6547 | Retainer - Ceramic Substrate for Acid Etch Bridge | \$ 86 |
| D6750 | Abutment Crown - Porcelain / High Noble | \$ 211 |
| D6751 | Abutment Crown - Porcelain / Predominantly Base | \$ 138 |
| D6752 | Abutment Crown - Porcelain / Noble | \$ 161 |
| D6780 | Abutment Crown - 3/4 High Noble | \$ 108 |
| D6790 | Abutment Crown - Cast High Noble | \$ 126 |
| D6791 | Abutment Crown - Cast Predominantly Base | \$ 112 |
| D6792 | Abutment Crown - Cast Noble | \$ 113 |
| D6930 | Recement Bridge | \$ 22 |
| D6970 | Cast Post and Core in Addition to Bridge Retainer | \$ 54 |
| D6792 | Prefabricated Post and Core in Addition to Bridge Retainer | \$ 54 |
| D6980 | Bridge Repair | \$ 36 |
| Various | Implants | \$ 500 |

APPENDIX C

Chautauqua County

Summary of Dental Benefits



| Calendar Year Deductible – Waived for Preventive Services | |
|---|----------|
| Individual | \$50.00 |
| Family | \$150.00 |

| Maximums | | |
|------------------------------------|------------|--|
| Preventive, Basic & Major Services | \$1,500.00 | Per person, per calendar year |
| Orthodontia | \$1,000.00 | Per person, per lifetime, under age 19 |

| Benefits | Percentage Payable In-Network ¹ | Percentage Payable Out-of-Network ² | Additional Information |
|-----------------------------|--|--|---|
| Preventive Services | | | |
| Oral Exams and Cleanings | 100% | 100% | Limited to 1 every 6 months |
| Bitewing X-rays | 100% | 100% | One series every 6 months |
| Full Mouth or Pan-X Series | 100% | 100% | Once every 3 calendar years |
| Fluoride Treatment | 100% | 100% | One every calendar year; dependents under age 19 |
| Emergency Dental Treatment | 100% | 100% | |
| Space Maintainers | 100% | 100% | Limited to initial appliance -dependents under age 19 |
| Basic Services | | | |
| Extractions | 80% | 80% | |
| Oral Surgery | 80% | 80% | |
| Anesthesia | 80% | 80% | General Anesthesia-restrictions apply |
| Fillings | 80% | 80% | |
| Root Canals | 80% | 80% | |
| Periodontics | 80% | 80% | |
| Major Services | | | |
| Dentures | 50% | Out-of-network Major Services will be considered at the established fee schedule amount. | |
| Crowns | 50% | | |
| Fixed Bridgework | 50% | | |
| Denture Repairs and Relines | 50% | | |
| Implants | 50% | | |
| Inlay/Onlay | 50% | | |
| Orthodontia Services | | | |
| Orthodontia | 50% | 50% | Under age 19 |

¹In-Network: The plan pays based on the established PPO fee schedule in accordance with the benefits outlined above.

²Out-of-Network: For Preventive and Basic Services: The plan pays based on the Reasonable and Customary (R&C) allowed amount in accordance with the benefits outlined above. For Major Services: The plan pays based on an established PPO fee schedule in accordance with the benefits outlined above.

Plan participants are responsible for billed charges in excess of the allowed amount.

EXCLUSIONS AND LIMITATIONS: This policy provides dental insurance only. Coverage is limited to those charges that are necessary to prevent, diagnose or treat dental disease, defect or injury. Deductibles apply. The plan does not pay for: oral hygiene services (except as covered under preventive services), cosmetic or experimental treatments, any treatments to the extent benefits are payable by any other payor or for which no charge is made, prosthetic devices unless certain conditions are met, and services ancillary to surgical treatment. The plan limits benefits for diagnostic consultations and for preventive, restorative, endodontic, periodontic, and prosthodontic services. The services, exclusions and limitation listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage.

Special Limitation: Teeth lost or missing before a covered person becomes insured by this plan. A covered person may have one or more congenitally missing teeth or have lost one or more teeth before he became insured by this plan. We won't pay for a prosthetic device which replaces such teeth unless the device also replaces one or more natural teeth lost or extracted after the covered person became insured by this plan.

This handout is for illustrative purposes only. If there is a discrepancy between this handout and your benefit book, your benefit book prevails.

APPENDIX D

14-21- /XXXXXXXXXX.XX

MEMORANDUM OF UNDERSTANDING

Health Savings Account Loan to Employee

This Agreement is made as of _____, 20__ by and between the following parties:

COUNTY: COUNTY OF CHAUTAUQUA, NEW YORK
A Municipal Corporation
Gerace Office Building
Mayville, New York 14757-1007
hereinafter called "County,"

-and-

EMPLOYEE : XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXX
hereinafter called "Employee."

WITNESSETH:

WHEREAS, County offers various health insurance plans to its employees, including the High Deductible Health Plan(HDHP) option which was selected by Employee, and

WHEREAS, employees who choose the HDHP option receive contributions from County which are deposited into a Health Savings Account (HSA) every January, July and October, and such individuals may make individual HSA contributions via bi-weekly payroll deduction, and

WHEREAS, HSA funds are available for qualified medical expenses, including deductible expenses for which employees are responsible, and

WHEREAS, deductible expenses incurred by an employee can constitute a hardship to the employee in the event the HSA is not yet funded to the extent of the deductible, and WHEREAS, in recognition of this hardship the County has agreed to provide a loan to employees who have demonstrated a need in such circumstances, not to exceed the employees' anticipated HSA contributions for the remainder of the calendar year, with the maximum loan amount being:

- (a) the amount of Employee's health insurance deductible met as of the date of the loan, as shown on Employee's most recent statement from Univera;
(b) less County's HSA contributions as of the date of the loan;

(c) less employees' HSA contributions as of the date of the loan.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Loan Amount. Effective _____, County shall loan to Employee the sum of _____ and ___/100 Dollars (\$_____), which represents the need demonstrated by Employee but not more than the maximum amount based on the formula set forth above.

2. Repayment Terms. Employee shall repay the principal amount, plus interest at the average rate of interest which is received by County on its Money Market funds. The current average interest rate is one quarter of one percent (.25%) per annum.

Employee shall make payments to County via bi-weekly ACH deductions from a bank account designated by Employee. Such deductions will be made every two weeks, on the Friday of the week that County issues payroll deposits and payroll checks to its employees. In the alternative, to the extent allowed by law and if agreed upon in writing by Employee, loan payments will be deducted directly from an employee's payroll deposit or paycheck.

Payments will be in the amount of _____ until the principal and interest have been re-paid in full. In no event shall repayment extend beyond _____. Prepayments will be accepted without penalty. Payment should be issued to "Director of Finance," and submitted to the County's Director of Finance.

3. Employment Status. Should Employee cease to be employed by County for any reason at any time prior to full repayment of principal and interest, the unpaid balance shall be immediately due and owing. Any such principal and interest not repaid within ten (10) days of the last date of employment shall be subject to interest, effective as of the day after the last day of employment, at the rate of four percent (4%) per annum.

6. Separability. In the event any provision of this Agreement is found to be invalid and/or unenforceable, such provision shall be struck to the extent of its invalidity or unenforceability. All remaining provisions shall be valid and binding on the parties.

7. Entire Agreement. This Agreement contains the sole and entire agreement between the parties relating to the loan provided hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.
COUNTY OF CHAUTAUQUA

BY _____ DATE _____
_____, County Executive

BY _____ DATE _____
XXXXXXXXXXXXXXXXXXXXX, Employee

STATE OF NEW YORK)
COUNTY OF CHAUTAUQUA) ss:

On this _____ day of _____, 20__, before me personally came _____ to me known who being by me duly sworn did depose and say that he resides in _____, New York; that he is the County Executive of the COUNTY OF CHAUTAUQUA, the corporation described in and which executed the within Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the County Legislature of said corporation; and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK)
COUNTY OF CHAUTAUQUA) ss:

On this _____ day of _____, 20__, before me, the subscriber, personally appeared XXXXXXXXXXXXXXXXXXXX to me personally known to me to be the same person described in and who executed the within Instrument and duly acknowledged to me that he executed the same.

Notary Public