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Title: **Cattaraugus, County of and Cattaraugus County Part-Time Employees Unit, CSEA, Local 1000 AFSCME, AFL-CIO, Local 805 (2011)**

Employer Name: **Cattaraugus, County of**

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

Local: **Local 805, 1000**

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Agreement

between

The County of Cattaraugus

and

Civil Service Employees Association,
Inc.

Local 1000, American Federation of
State, County and Municipal
Employees, AFL-CIO

Cattaraugus County Part -Time
Employee Unit
CSEA Local 805

for the term

January, 1, 2011 to December 31, 2012

NOTICE

APPROVAL OF THE LEGISLATURE: 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.

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ARTICLE 1

Preamble

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

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

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

ARTICLE 2

Recognition

Section 2.1: The Employer recognizes the Union as the sole and exclusive Bargaining Agent for the purposes of Collective Bargaining and the Administration of grievances arising there under, for the maximum period provided by Law, for all Part-Time employees included in Appendix B.

ARTICLE 3

Deductions

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

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

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

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

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

ARTICLE 4

Management Rights

Section 4.1: The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes, and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery, and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees for cause; to hire, layoff, assign, transfer, promote, and determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by Law. Provided however, the Employer shall not be arbitrary or capricious in exercising either the foregoing enumerated rights or its broader common law, inherent, and/or reserved rights.

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

ARTICLE 5

Union Rights

Section 5.1: CSEA shall have the sole and exclusive right with respect to other employee organizations to represent all employees included within this bargaining unit under the Fair Employment Act, under any other applicable law, rule, regulation or statute, under the terms and conditions of this agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to manage, and govern its own and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. CSEA shall have the sole and exclusive right to pursue any matter or issue contained within this agreement.

Section 5.2: CSEA'S Staff Representative and CSEA'S Insurance Representative shall be allowed access to members during their normal working hours provided that no inordinate work interruption occurs. CSEA shall notify the Human Resources Director prior to visiting employees at their work locations.

Section 5.3: The Employer recognizes the need for County employees who are elected Union Officials to devote time during working hours to Union business. Union officials engaging in Union business during working hours will notify the Department Head or his/her designee before engaging in Union business. A list of elected Union officials shall be filed with the Human Resources Director and shall include name, department and Union position held. Time devoted to Union business shall not exceed four hours per week, nor more than 50 hours per year. However this time restriction does not include time spent for negotiation sessions held with management or time spent with management on labor management issues.

Section 5.4: The Unit President, or his/her designee, shall be allowed scheduled time off to attend grievance hearings and Legislative sessions when any matters dealing with conditions and terms of employment, related to Part-time Bargaining Unit members, will be discussed.

Section 5.5: The Employer shall provide to the Unit President or to his/her designee a copy of each agenda established for meetings of the County Legislature prior to each respective meeting.

Section 5.6: The Employer will provide to the Unit President, March 1 of each year a list of names and addresses of each employee in the unit.

Section 5.7: No employee shall be required to operate equipment that is unsafe or equipment that does not have proper safety features. Inspection of such equipment shall be handled by the counties Safety Technician and the Department Head or their designee.

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

ARTICLE 6

Use of Bulletin Boards and Employer's Facilities

Section 6.1a: Bulletin Boards / Material. The Employer will provide a reasonable amount of access to bulletin board space in the locations hereinafter provided, for the purpose of posting bulletins, notices, and material issued by CSEA; as well as job postings issued by the Employer and examination announcements which may be issued by the local Civil Service Commission or other Civil Service agencies. Material issued by the Union shall be signed and dated by a designated official of the organization. No such material shall be posted which is profane, obscene, or defamatory of the Employer or those acting as its representatives, or which constitutes political election campaign material for or against any person, organization, or faction thereof. No other employee organization except CSEA affiliated organizations shall have the right to post material upon Employer bulletin boards, except during campaign periods or periods

of challenge as defined in Section 208 of the Civil Service Law. If the Employer removes any material because it feels it is objectionable, such removal shall be subject to the Grievance procedure herein.

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

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

The bulletin boards will be the same as designated for the Cattaraugus County Employee Unit CSEA Local 805

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

ARTICLE 7

Labor-Management Meetings

Productivity Council

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

Section 7.2: The unions committee representatives shall consist of the CSEA LRS, Unit President and departmental representative. The County Committee shall consist of The Human Resources Director, County Administrator, or his/her designee, and Chair and Vice Chair of Labor Relations.

Section 7.3: The parties shall meet as needed and may be called as mutually agreed to by the parties.

Section 7.4: Either party may bring subject matter experts, as each party deems necessary.

Section 7.5: Topics of discussion will be limited to those items included on an agenda presented to the other party at least ten days in advance of the scheduled meeting

ARTICLE 8

Probationary Employees

Section 8.1: Every original appointment to a position in the bargaining unit shall be for a probationary term as provided in Civil Service Law and Rules.

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

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

ARTICLE 9

Hours of Work

Section 9.1: Schedules. Work schedules shall be established by the employer and posted at least two weeks in advance of implementation. Any changes in the schedule subsequent to its posting shall be made upon mutual agreement of the employee and the employer. Requests for time off shall be made by the employee and submitted to the employer prior to the posting of the schedule.

Section 9.2: Overtime. Each employee shall work overtime, such as an extended workday or early call-in, when necessary for the efficient conduct of the employer.

Section 9.3: Unscheduled Work: The employer retains the right to solicit for volunteers to work additional shifts when vacancies occur in scheduling after the posting of the work schedule. Should there be no volunteers willing to accept the additional work assignment the least senior employee in the affected classification will be scheduled to work. Such assignment will fulfill the employees' obligation until all employees in the affected classification, in the facility, have been assigned an additional work assignment.

Section 9.4: Shift Changes: Any permanent change in shift assignments, as defined in Addendum B of this agreement, shall not take effect for a period of five days after notification to the employee and Unit President. Any temporary shift reassignment of one day or more shall require twenty-four hour advance notice to the affected employee. Temporary shift reassignments of more than five days in duration shall require three day written notification to the employee prior to implementation.

Section 9.5: Rest Breaks: Employees shall receive two breaks, each of fifteen (15) minute duration, for each regular full seven or eight hour scheduled work shift. Employees scheduled to work less than a regular shift of seven or eight hours shall receive one rest break for each full four hours of scheduled work time. Rest breaks will be scheduled at the convenience of the employer, as nearly as possible to the middle of each period of work.

Section 9.6: Unpaid Lunches: The employer shall not provide paid lunch hours for any employee.

Section 9.7: Building Closings: If the Chairman of the County Legislature closes any County building then any employee dismissed before the end of their scheduled work time shall be paid for the entire scheduled work time, or if closed before the start of their scheduled work time will be paid for work time scheduled for that day. Any employee who has reported to work at a location not owned by the County, and because of circumstances causing the building to be closed which results in the employee being sent home, shall be paid four hours at their straight time rate.

ARTICLE 10

Seniority

Section 10.1: Part-time Competitive, Non-competitive and Labor Class Employees. Unit seniority is the length of continuous part-time employment with the Employer.

Section 10.2: Part-time Continuous Employment. As used in the above paragraphs, part-time, continuous employment includes those periods when an employee is on the Employer's active payroll and those periods when an employee is:

- (a) on unpaid leave,
- (b) on a preferred eligible list,
- (c) absent from and unable to perform the duties of his/her position by reason of a disability resulting from occupational injury or disease for a period not to exceed twelve months,
- (d) such other periods of service, if any, that the Civil Service Law requires to be treated as part of the employee's continuous service shall not count towards bargaining unit seniority.

Section 10.3: Loss of Seniority. Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his/her seniority only when one or more of the following occurs:

- (a) he/she resigns (unless he/she is reinstated within the period permitted by any provision of the Civil Service Law applicable to him/her);
- (b) he/she is discharged or terminated in accordance with law and/or the terms of this contract;
- (c) he/she retires;
- (d) he/she refuses a recall;
- (e) failure to report for work three (3) consecutive working days without prior notification to the employer of reasons for such absence shall be considered a voluntary quit beginning the first day of such absence;
- (f) failure to return from an approved leave of absence on the scheduled date of return.

Section 10.4: Same Date of Hire - Non-Competitive and Labor Class. If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

Section 10.5: Seniority List. On January 31 of each year, the Employer shall provide the Union with a copy of the current Seniority List for all employees within the bargaining unit. This Seniority List shall be considered final and binding unless any change is submitted in accordance with grievance procedures within ten (10) working days after the List is made available.

ARTICLE 11

Layoff and Recall

Section 11.1: Non-Competitive and Labor Class Employees. In the case of job abolishment or reduction in force, the employee with the least seniority in the department in the classification where the abolishment or reduction occurs shall be notified for layoff.

- a) An employee notified for layoff in one classification may exercise his/her seniority to displace another employee with less seniority when the employee to be displaced is in a lower rated classification within the department for which he/she is qualified.
- b) Any employee who did not exercise his/her right to displace within ten (10) days of the date of notification for layoff shall be laid-off fifteen (15) days after such notice.
- c) Recall shall be in the reverse order of layoff. An employee shall retain their rights to recall for a period of one year in the department from which layoff occurs. An employee on lay off shall be reappointed to his/her position prior to the hiring of a new employee.

Section 11.2: Loss of Services. The County will notify, by registered mail, the Unions Labor Relation Specialist, thirty (30) calendar days prior to the effective date of any loss of services in the work areas covered by this agreement, which would cause layoffs.

ARTICLE 12

Transfer

Section 12.1: Definition. Positions which are filled by transfers are governed solely by applicable Civil Service Rules. Every transfer shall require the consent of the transferee and of the appointing authority having jurisdiction over the position to which transfer is sought. Civil Service Rules contain the following definition:

"Transfer" means the change, without further examination of a permanent employee from a position under the jurisdiction of one appointing authority to a similar position under the jurisdiction of another appointing authority, or to a position in a different title under the jurisdiction of the same appointing authority.

ARTICLE 13

Job Posting

(Appointment, Promotions, Voluntary Demotions, and Reinstatement)

Section 13.1: Non-Competitive and Labor Class. If a permanent vacancy occurs within the bargaining unit in a position in the non-competitive or labor class and the appointing authority contemplates filling the position, it will be posted for a period of five (5) working days on the bulletin boards provided for in *Use Of Bulletin Boards in Employers Facilities* Article of this Agreement.

The posting shall contain:

1. Job Title
2. Rate Of Pay
3. Current Work Location
4. Designated Place and Name of Person to See For Application
5. Place to Apply

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

Section 13.2: Appointment to positions. The Employer will award the vacant position to the most qualified employee, or applicant responding to the posting. Grievances alleging violations of this article shall not be arbitral.

ARTICLE 14

Compensation

Section 14.1: Paid Time Off. Part-time Bargaining Unit Members will earn paid time off at the rate equal to 4.5% amount of time worked, in accordance with the following:

- 1) Entitlement will begin on the employee's three (3) month anniversary.
- 2) Part-time paid time off hours will be accrued per pay period (14 day period)
- 3) Maximum accumulation per payroll quarter (appx. 3 months) will be 16 hours, with a total not to exceed 64 hours accumulation at any given time.
- 4) Paid time off hours standing to one's credit on December 31 shall be paid in the second payroll in the following January.
- 5) Paid time off may be bought out in a minimum of four (4) hours at the request of the employee. Requests must be turned into the payroll office by Thursday before payroll Monday.
- 6) Employees resigning in good standing and submit a written notice of resignation two (2) weeks prior to the effective date of resignation shall receive the balance of Paid time off standing to their credit.
- 7) Paid time off payments shall be made at the straight time rate in effect at the time of payment.

Attendance Requirements:

- a) Must call in at least two (2) hours prior to the scheduled start time.
 - i. This will constitute an authorized absence.
- b) Paid time off will not accrue in any pay period where an employee has failed to report to work on two or more scheduled days.
- c) Paid time off will not accrue in any pay period where an employee is a no-call no-show.

Section 14.2: Holiday Time. Part-time Bargaining Unit Members who would have normally been scheduled to work on Thanksgiving Day, Christmas Day, New Years Day and Independence Day shall be paid their regular rate of pay for the holiday. If the holiday falls on a Saturday or Sunday the employee shall receive their regular rate of pay for the preceding Friday or following Monday providing the employee is scheduled to, and does, work on the preceding Friday or following Monday whichever is the day of the holiday.

Section 14.3: Wages.

- a) Longevity increments (including the Nursing Home addendum) shall be as follows:
 - i. Part-time Bargaining Unit Members who have completed five years of seniority, as defined in this agreement shall be paid their regular rate of pay plus an additional \$.25 per hour.
 - ii. Part-time Bargaining Unit Members who have completed ten years of seniority, as defined in this agreement shall be paid their regular rate of pay plus an additional \$.40 per hour.
 - iii. Part-time Bargaining Unit Members who have completed fifteen years of seniority, as defined in this agreement shall be paid their regular rate of pay plus an additional \$.55 per hour.
 - iv. Part-time Bargaining Unit Members who have completed more than twenty years of seniority, as defined in this agreement shall be paid their regular rate of pay plus an additional \$.75 per hour.

Overtime. All contractual paid leave benefits shall count as time worked in the computation of overtime. Paid time-off payments shall be made at the straight time rate.

Section 14.4: Temporary Appointments to Full-time positions. Temporary Appointments to Full-time Position: An employee who accepts an appointment to a full-time position shall be placed on the salary schedule in effect for the applicable unit for the duration of the temporary appointment. Placement on the unit schedule shall provide the employee with a pay increase the value of which shall be at least the value of a full incremental step on the unit schedule in the grade to which the employee is appointed.

Section 14.5: Effective January 1, 2011

a) All wages covered by this agreement shall be increased by 2.75%.

Effective January 1, 2012

b) All wages covered by this agreement shall be increased by 3.0%.

ARTICLE 15

Retirement

Section 15.1: The Employer shall provide the "Improved 25 - Year Career Plan," Section 75 (i) of the New York State Retirement System along with the "Accumulated Sick Leave Rider," Section 41(j), the \$20,000 Death Benefit Rider, Section 60 (b), and the corresponding Social Security Benefits.

ARTICLE 16

Deferred Compensation

Section 16.1: The County Legislature, in conjunction with CSEA Local 805, has established a tax shelter annuity plan pursuant to the Internal Revenue Code Sections 457(G). The plan officers both a Group Fixed Retirement Contract and a Group Flexible Fund Retirement Contract as an investment option to County employees. Contributions to the plan are made by payroll deductions within the amount dictated by the contract.

ARTICLE 17

Worker's Compensation

Section 17.1: The Employer shall continue to provide Workers' Compensation for all personnel. An employee injured while on duty is herewith required to file an accident report with his/her Department Head within forty eight (48) hours of such accident. Proper forms are available in the office of the heads of the departments.

ARTICLE 18

Bereavement

Section 18.1: In the event of a death in the immediate family each employee shall be granted three days off. The employee shall be compensated their regular rate of pay for all of the days they would have normally been scheduled to work for the three day period following the date of death of the family member. In the event that the memorial or funeral services are not conducted immediately following the death of the immediate family member, thus the funeral/memorial service is conducted at a later date; the employee shall be allowed to attend the services and be compensated their regular rate of pay for the date on which the service is held, provided that the employee would have been regularly scheduled to work on such date of memorial service. However, in no case shall this provision apply if the memorial/funeral service is beyond three months from the date of death.

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

ARTICLE 19

Family and Medical Leave Act

Section 19.1: Family Medical Leave Act (FMLA). Employees who meet the statutory requirements for coverage under the Family Medical Leave Act (FMLA) will receive all of the statutory rights and benefits as prescribed by law.

ARTICLE 20

Military Leave

Section 20.1: Employees covered by this Agreement who are members of the organized militia, reserve forces, or reserve components of the armed forces of the United States shall be afforded leave in accordance with New York State Law Section 242.

ARTICLE 21

Jury Duty

Section 21.1: Employees covered by this Agreement who are selected for jury duty shall receive paid leave in accordance with New York State Judiciary Law Section 519, if applicable.

An employee called as a witness to testify on behalf of the County in either an administrative or legal proceeding shall be granted a leave in order fulfill such obligation and shall receive their regular rate of pay for time lost due to such obligation.

ARTICLE 22

Civil Service Examinations

Section 22.1: Employees covered by this Agreement shall be allowed scheduled time off without loss of pay to take County Civil Service Examinations.

ARTICLE 23

Pay for Service While Engaged in:

Firefighting, Emergency Ambulance Calls, and Fire Investigation Activities

Section 23.1. An employee who is a member of a volunteer fire department shall be excused from work and shall not lose pay or leave benefits under the following conditions:

Section 23.1a. Where he/she is in or near his/her district and hears an alarm in order to report for a first response fire, emergency ambulance call or any disaster call out.

Section 23.1b. For a second response fire call where a call is made to the fire control center of the Sheriff's and from there to the department in which the employee works. Chiefs of volunteer fire departments within the County will be notified each year of these provisions. Each Fire Chief will be responsible for providing to the County a list of the members of his/her fire department who are county employees, specifying the department in which each works. The County is not required to furnish any fireman transportation to the scene of the fire or emergency.

Section 23.2. If an employee has responded to a fire or emergency ambulance call while off duty and is so engaged at the time he/she is ordinarily required to report for work, he/she may remain on duty as long as reasonable without loss of pay or leave benefits until discharged by his/her Fire Chief.

Section 23.3. An employee who is a member of the Fire Investigation Unit of the Cattaraugus County Sheriff's Department, shall be permitted to engage in Fire Investigation duties without loss of pay or leave benefits under the following conditions:

Section 23.3a. Where the Sheriff or Unit Team Leader determines that such members' presence is necessary and receives permission from the employee's Department Head, or designee, to utilize the employee.

Section 23.3b. It shall be the member's responsibility, consistent with the circumstances of a given case, to make such reasonable arrangements as are practicable to provide a transition in the job duties with which they are then engaged prior to reporting for duty with the Fire Investigation Unit.

Section 23.4. In order to receive pay pursuant to this Article, an employee must furnish a statement from his/her Fire Chief or the Sheriff, as the case may be, indicating time necessarily devoted to firefighting, emergency ambulance calls or fire investigation duties.

ARTICLE 24

Indemnification Provision

Section 24.1: The County shall indemnify its employees as provided in Local Law 20-1983, as may be from time to time amended.

ARTICLE 25

In-service Education / Training

Section 25.1: Both parties acknowledge the importance of in-service education/training. Management shall encourage suggestions from bargaining unit members for topics for in-service programs and when suggestions are received, take the necessary steps to implement as many of the reasonable requests as management deems practical during any fiscal year.

ARTICLE 26

Drug and Alcohol Testing

A.) Alcohol and Drug Information

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

B.) Required Tests

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

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

Section 2: Testing Procedures

A.) Test for alcohol shall, in accordance with Federal Regulations, be conducted by a breath alcohol technician using a National Highway Traffic Safety Administration approved Evidential Breath Testing Device.

- B.) Test for prohibited drugs, in accordance with Federal Regulations, shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories.
- C.) A specimen may be tested only for cocaine, marijuana, opiates, amphetamines and phencyclidine. If the test result of the primary specimen is positive, the Medical Review Officer of the Employer shall notify the employee that he/she has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the Medical Review Officer shall direct, in writing, the laboratory to provide the split specimen if the split specimen tests negative, the cost of such test will be assumed by the Employer.
- D.) In accordance with Federal Regulations, neither the supervisor of an employee or a person designated to make the determination of reasonable suspicion shall administer alcohol or prohibited drug tests.
- E.) Employees shall be paid for all time pertaining to an alcohol and prohibited drug testing, including travel time to and from the test or collection site. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits.
- F.) An employee required to submit to an alcohol and/or prohibited drug test is hereby advised that they can consult with legal counsel or a union representative, as long as legal counsel or a union representative can respond without causing an unreasonable delay in the testing process.

Section 3: Call In Procedure

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

Section 4: Referral, Evaluation, and Treatment

- A.) Any costs involved in services provided by a Medical Officer, which are required by the Federal Regulations, shall be paid by the Employer.
- B.) Any cost not covered by insurance that is incurred by an employee for their initial treatment by a Substance Abuse Professional due to being referred as a positive alcohol will be the responsibility of the employee.
- C.) An employee, upon a test result of 0.02 - 0.039 blood alcohol level shall be placed off duty for a minimum of twenty-four (24) hours, or until a retest shows that the alcohol concentration is less than 0.02.

D.) Use of Accrued Leave

- 1) An employee who for the first time is placed off duty as a result of a positive alcohol and/or prohibited drug test may be allowed to use accumulated sick leave, vacation leave and other accrued leave up to the limits set forth in the collective bargaining agreement. This may include a leave of absence as a result of being referred for treatment on an inpatient or outpatient basis.
- 2) Nothing herein shall be construed to diminish or expand any rights which may apply under the Americans with Disabilities Act, Family Medical Leave Act or other relevant laws, or the collective bargaining agreement.

Section 5: Discipline / Discharge

Nothing contained in this proposal shall be considered as a waiver, by the Union, of the Union rights. (Discipline and Discharge)

ARTICLE 27
Discipline and Discharge

Section 27.1. Exclusive Procedure. Employees covered by this Agreement who have successfully completed their probationary period and an additional eighteen months of permanent service in their position shall utilize the grievance procedures provided for in this agreement in all disciplinary matters.

Section 27.2. Notice. Disciplinary action shall include, but is not limited to suspensions, demotions, fines, demotion, discharge or any combination thereof or other such penalties as imposed by the employer. A notice of such discipline shall be made in writing and served upon the employee with a copy to the CSEA Labor Relations Specialist and County Human Resource Director. The specific acts for which discipline is being imposed and penalty shall be specified in the notice. Service of the notice shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be made by registered mail, receipt return requested.

Section 27.3. Right to Representation. An employee shall have the right to be represented in disciplinary matters, including at the questioning of an employee where it appears that the employee is a likely or potential subject of disciplinary action. If the employee is unable to obtain union representation within a reasonable period of time, the Employer has the right to then question the employee without Union representation. Nothing contained herein shall be construed as limiting the rights of the employee to informally resolve the disciplinary matter by settlement with the Department Head and the employee may waive their rights to the procedure outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon the parties.

Section 27.4. Limitation. No disciplinary action shall be commenced by the County more than eighteen (18) months after the occurrence of the alleged act(s) for which discipline is being considered, provided however, that such limitation shall not apply where such act(s) would, if proven in a court of appropriate jurisdiction, constitute a crime.

ARTICLE 28

Grievance Procedures

DECLARATION OF BASIC PRINCIPLES

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

Section 28.1: Definitions. As herein used, the following terms shall have the following meaning:

- a) "Employee" shall mean any member of the Bargaining Unit.
- b) "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the terms and conditions of this Agreement, existing laws, rules, procedures, regulations, administrative orders or work rules of the Employer.
- c) "Department" shall mean any office, department, board, commission, or other agency of the government of the County.
- d) "Immediate Supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work and approves his/her time records and evaluates his/her work performance.
- e) "Department Head" shall mean that person so designated pursuant to the local law, administrative code, rules, or resolution of the County Legislature as the head of the department, or the person designated by such Department Head to answer the grievance.
- f) "Decision" shall mean the ruling, determination, or report of disposition made by an immediate supervisor, department head, or arbitrator after a grievance is heard or submitted as in the article provided.

"Days" shall mean all days other than Saturday, Sunday and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this article.

Section 28.2: Grievance Steps.

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

Step 2: Human Resources Director. If the grievant is still dissatisfied after the Step 1 answer is issued, then the grievant may appeal the Department Head's Decision by filing the grievance with the County Human Resource Director, within ten (10) calendar days of which the grievant received the Department Head's 1st Step answer. The Human Resources Director or a Hearing Officer designated by him/her, shall schedule a hearing, or hold a conference to determine the facts or arguments, within thirty (30) days of the receipt of a request for a step 2 review. The hearing Officer shall then render a written Decision within twenty (20) working days. If the Union and Employer mutually agree, a second step hearing may be waived in a termination grievance, and the Union may then proceed to Arbitration, pursuant to Step 3 of this section.

Step 3: Arbitration. Arbitration shall be used exclusively for disciplinary matters involving termination of employment. If the Union decides to file for Arbitration, it must do so not less than twenty (20) calendar days following the Step 2 decision, or within twenty (20) calendar days after the parties' agreement to waive the Step 2 hearing.

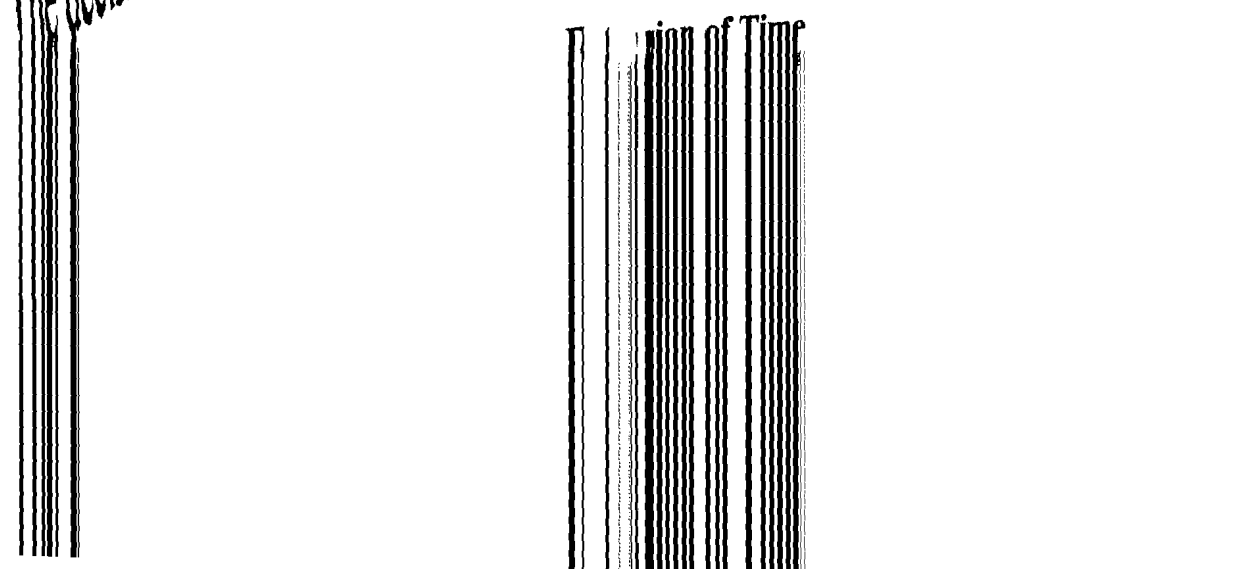
The Union shall request from the Federal Mediation And Conciliation Service (FMCS) a list of names of seven Arbitrators. FMCS shall provide a copy of the list to each of the parties. Each Party shall submit their order of preference to FMCS. FMCS shall then provide the parties with the name of the selected Arbitrator in the dispute. Each party to the dispute shall be allowed to request a second list, should the initial list be unsatisfactory to either party.

Section 28.3a: Additional Provisions. All cost and expenses incurred by the Arbitrator will be borne equally by the two parties. The employer and the Union shall share the fees and expenses of the Arbitrator and the costs of the hearing rooms equally. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor the expenses of witnesses or participants called by the other party.

No Arbitrator shall decide more than one (1) grievance at the same hearing or series of hearings, except by mutual agreement of the parties.

The Arbitrator shall have no power to amend, modify, or delete any provisions of this agreement.

The decision of the Arbitrator shall be final.



Step 2: Human Resources Director. If the grievant is still dissatisfied after the Step 1 answer is issued, then the grievant may appeal the Department Head's Decision by filing the grievance with the County Human Resource Director, within ten (10) calendar days of which the grievant received the Department Head's 1st Step answer. The Human Resources Director or a Hearing Officer designated by him/her, shall schedule a hearing, or hold a conference to determine the facts or arguments, within thirty (30) days of the receipt of a request for a step 2 review. The hearing Officer shall then render a written Decision within twenty (20) working days. If the Union and Employer mutually agree, a second step hearing may be waived in a termination grievance, and the Union may then proceed to Arbitration, pursuant to Step 3 of this section.

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No Arbitrator shall decide more than one (1) grievance at the same hearing or series of hearings, except by mutual agreement of the parties.

The Arbitrator shall have no power to amend, modify, or delete any provisions of this agreement.

The decision of the Arbitrator shall be final.

Waivers or Extension of Time

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

ARTICLE 29

Titles

Section 29.1: It is mutually agreed by the parties that any changes in the name of a title covered by this bargaining Agreement, will be automatically made an editorial change to the Collective Bargaining Agreement.

ARTICLE 30

No Strike/No Lockout Clause

Section 30.1: The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, slow down, or demonstration, interfering with the departmental operations, or to impose an obligation upon its members to conduct, or to participate in, such a strike.

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

ARTICLE 31

Savings Clause

Section 31.1: The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

Section 31.2: This Agreement constitutes the entire Agreement between the parties and no verbal statement or other Agreement in whatever form except as an amendment to this Agreement in writing annexed hereto and specifically designated as an amendment to this Agreement, shall supersede or vary any of the provisions contained herein.

Section 31.3: If any Article or Section of this Agreement is found to be inoperative by a court of competent jurisdiction or a federal or state law, the remaining Articles and Sections shall remain in full force. The parties further agree to meet within 30 days to renegotiate the negated clause.

ARTICLE 32

Term of Agreement

Section 32.1: This Agreement covers the period January 1, 2011, to December 31, 2012.

ADDENDUM A
Department of Public Works

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

Section Addendum A.1: Clothing Allowance.

- 1) **Work Gloves:** The employer shall provide the employee(s) so needing them work gloves. To receive a new pair, the employee must turn in the old pair.
- 2) **Safety Glasses:** The employer shall provide the employee(s) so needing them safety glasses. To receive a new pair, the employee must turn in the old pair.
- 3) **Footwear:** The Employer shall provide an annual allowance in the sum of fifty dollars (\$50.00) to eligible employees to wear protective footwear. Protective footwear shall consist of leather style, steel-toed boots or work-type shoes. Payment of the fifty dollars (\$50.00) shall be in voucher form. The Employer reserves the right to select the vendor(s) from which the employee shall purchase footwear. The Employer shall notify employees in the month of January each year as to the providing vendor for the year. Employees purchasing footwear shall be personally liable for all costs in excess of fifty dollars (\$50.00). Employees who voluntarily accept this shoe allowance shall be required to wear the shoes.

Section Addendum A.2. Winter Shift Differential.

During the period of time when the Department of Public Works schedules two-shifts for the purpose of snow and ice removal operations part-time employees assigned to participate in such snow and ice removal operations, excluding employees regularly assigned to work at the nursing home facilities, shall receive a shift differential of forty-five (45) cents per hour for all hours worked performing snow and ice removal operations. This shift differential is applied as a self-standing differential, not in addition to any other shift differential provided for in this agreement.

Section Addendum A.3. Marina Attendants.

Marina Attendants (Seasonal) are covered only by the following provisions of the Collective Bargaining Agreement:

<u>ARTICLE</u>		<u>SECTIONS</u>
1	Preamble	All
2	Recognition	All
3	Deductions	All
4	Management Rights	All

5	Union Rights	All
6	Bulletin Boards	All
7	Labor Management	All
8	Probationary Employees	All
9	Hours Of Work	9.2,9.3,9.4,9.5,9.6,9.7
12	Transfer	All
14	Compensation	14.3,14.4,14.6(a),14.7(a)
15	Retirement	All
16	Deferred Compensation	All
17	Workers Compensation	All
18	Bereavement	All
19	FMLA	All
20	Military Leave	All
21	Jury Duty	All
24	Indemnification	All
28	Grievance Procedures	Applicable to Articles and Sections in Addendum A.2 covering Marina Attendants
29	Titles	All
30	No Strike/No Lockout	All
31	Savings Clause	All
32	Term Of Agreement	All

Section Addendum A.4.

Marina Attendants who work on July 4th shall be paid at time and one half for all hours worked on the holiday.

Effective January 1, 2010 Marina Attendants who work on July 4th and/or Labor Day shall be paid at time and one half for all hours worked on the holiday.

ADDENDUM B

Department of Nursing Homes

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

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

Section Addendum B.2: Schedule. Schedules shall be established by the employer. Registered Nurses, Licensed Practical Nurses, Nurse Aides, Cooks, Food Service Helpers and Department Of Public Works employees who are regularly assigned to work in the Pines facilities shall be scheduled to work at least an average of sixteen (16) hours per week. A twenty-eight day work schedules shall be posted at least two (2) weeks prior to the effective date of the schedule. The schedule may be altered with the mutual consent of the employee and the employer or under any provisions of this agreement providing for such modification

Employees may request a change in workdays on a shift with another scheduled employee in the same title, providing the change is submitted to scheduler at least seventy-two (72) hours in advance. Such request for schedule change shall not result in overtime.

Section Addendum B.3: Charge Nurse Differential. Charge Nurses in all the Employers facilities on all shifts will receive an additional fifteen (15) cents per hour for all hours worked in this assignment. They will receive this stipend whether or not they are a Registered Nurse or a Licensed Practical Nurse.

Section Addendum B.4: Schedules Providing Every Other Weekend Off. Registered Nurses, Licensed Practical Nurses, Nurse Aides, Cooks, Food Service Helpers and Department Of Public Works employees who are regularly assigned to work in the Pines facilities will be scheduled to work every other weekend. For purposes of this Section, the year shall begin January 1st and end December 31st. Employees who are not available to work both week-end days may fulfill their every other week-end obligation by being scheduled to work one week-end day every weekend, providing the Employer and Employee mutually agree.

If an employee is scheduled to work on a weekend, and is absent due to illness or other reason acceptable to the Employer, that employee will be scheduled to work another weekend in order to make up the absence. The requirement to work a makeup day will be within one (1) year from the date of absence at the discretion of the employer. Employees who have approved use of

paid time off for a weekend shall not be required to make up the weekend. This exception shall not exceed two occasions per year.

Limited exceptions to make-up requirement are as follows:

- 1) Where an employee is off work for an extended medical leave of more than fifteen (15) consecutive days, or family leave (as provided for in this agreement) such employee will not be required to make up weekend days.
- 2) Time off for bereavement purposes, for members of the immediate family, shall not require make up of weekend days.

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

Failure to report for work on more than two-scheduled weekend in a twelve (12) month period may be subject to the disciplinary procedures.

Section Addendum B.5: Paid Time Off. Registered Nurses, Licensed Practical Nurses and Nurse Aides will earn paid time off at the rate equal to 4.5% amount of time worked, in accordance with the following:

- 1) Entitlement will begin on the employee's three (3) month anniversary.
- 2) Part-time paid time off hours will be accrued per pay period (14 day period)
- 3) Maximum accumulation per payroll quarter (appx. 3 months) will be 16 hours, with a total not to exceed 64 hours accumulation at any given time.
- 4) Paid time off hours standing to one's credit on December 31 shall be paid in the second payroll in the following January.
- 5) Paid time off may be bought out in a minimum of eight (8) hours at the request of the employee. Requests must be turned into the payroll office by Thursday before payroll Monday.
- 6) Employees resigning in good standing and submit a written notice of resignation two (2) weeks prior to the effective date of resignation shall receive the balance of Paid time off standing to their credit.

Attendance Requirements:

- a. Must call in at least two (2) hours prior to the scheduled start time.
 - i. This will constitute an authorized absence.
- b. Paid time off will not accrue in any pay period where an employee has failed to report to work on two or more scheduled days.
- c. Paid time off will not accrue in any pay period where an employee is a no-call no-show,
- d. Leaving early will constitute an unauthorized absence unless a satisfactory reason is provided to the employer.

Section Addendum B.6: Holiday Time. All employees permanently assigned to work in the Nursing Home facilities working on New Years Day, July 4th, Thanksgiving Day, or Christmas shall be paid at time and one-half for all hours worked on the holiday.

Section Addendum B.7: Overtime. All employees permanently assigned to work in the Nursing Home facility shall be paid at time and one-half for all hours worked in excess of eight (8) hours in any one-day or more than forty (40) in any week.

Section Addendum B.7a: Additional Work Hours. Each employee may be required to work an extended workday.

Section Addendum B.7b: Staff Shortages

Upon learning that a staff shortage will occur, the supervisor shall use the following procedure:

- A. The supervisor shall canvas all full-time employees on duty to solicit volunteers to work overtime.
- B. In the event that no full-employee on duty volunteers to accept the overtime, or more employees are needed than volunteered, then the supervisor shall canvass all part-time employees on duty to solicit volunteers to work overtime.
- C. If no part-time employee on duty elects to accept the overtime, or more employees are needed than have volunteered, the supervisor shall attempt to obtain call-in personnel. Employees who are off duty who have requested OT may be called.
- D. After the supervisor has canvassed employees pursuant to (A), (B) and (C) above regarding voluntary overtime, if no employee elects to accept the overtime assignment, or more employees are needed than have accepted the overtime assignment, then the Employer shall mandate full-time employees pursuant to the Cattaraugus County General Unit's collective bargaining agreement until all staff shortages are filled. If all full time employees have been mandated and staff shortages remain, part time employees (in house) will be mandated.
- E. An employee may decline one overtime assignment per calendar month.
- F. An employee already working on his/her day off shall be exempt from an overtime assignment.
- G. Where an employee presents medical documentation of a post shift medical appointment, such employee will be excused from the overtime assignment.
- H. Where an employee has documentation of a sudden illness or injury, which rendered him/her unable to work, or a sudden illness or injury to an employees' immediate family, which necessitated the employees' attendance will be excused from the overtime assignment.

Section Addendum B.8: Wages

- 1) Shift Differential:
 - a) All employees permanently assigned to work in the Nursing Home facilities who work the first shift shall be paid their regular hourly rate of pay.
 - b) All employees permanently assigned to work in the Nursing Home facilities who work the second shift shall be paid their regular hourly wage plus \$.35 per hr.
 - c) All employees permanently assigned to work in the Nursing Home facilities who work the third shift shall be paid their regular hourly wage plus \$.70 per hr.
- 2) Starting rates for Nurse Aides
 - a. Nurse Aides shall be paid an hourly rate of \$9.50 per hour for the first three months of employment. Thereafter they shall be paid at the established rate for the position.
- 3) Longevity Increments
 - a. Registered Nurses, Licensed Practical Nurses and Nurse Aides who have completed five years of seniority, as defined in this agreement shall be paid their regular rate of pay plus an additional \$.15 per hour.
 - b. Registered Nurses, Licensed Practical Nurses and Nurse Aides who have completed ten years of seniority, as defined in this agreement shall be paid their regular rate of pay plus an additional \$.30 per hour.
 - c. Registered Nurses, Licensed Practical Nurses and Nurse Aides who have completed fifteen years of seniority, as defined in this agreement shall be paid their regular rate of pay plus an additional \$.45 per hour.
 - d. Registered Nurses, Licensed Practical Nurses and Nurse Aides who have completed more than twenty years of seniority, as defined in this agreement shall be paid their regular rate of pay plus an additional \$.75 per hour.
- 4) Shift Definitions:
 - a) First shift: When a majority of the hours worked are after 7:00 a.m. and before 3:00 p.m.
 - b) Second shift: When a majority of the hours worked are after 3:00 p.m. and before 11:00 p.m.
 - c) Third shift: When a majority of the hours worked are after 11:00 p.m. and before 7:00 a.m.

Hourly Rates:

Registered Nurses:	Grade 24
Licensed Practical Nurses	Grade 20
Nurse Aides	Grade 15

APPENDIX A
Statutory References

This proposal provides an annotation of significant laws, rules, and regulations pertaining to the rights of employees and the administration of this agreement. This reference does not attempt to be all inclusive of laws, rules, and regulations which may govern the parties to the agreement.

<u>Abbreviation</u>	<u>Title</u>
NYS Const	New York State Constitution
ADA	Americans With Disability Act
CoL	New York State County Law
CPLR	New York State Civil Practice Law And Rules
CSL	New York State Civil service Law
FLSA	Federal Fair Labor Standards Act
ML	New York State Military Law
POL	New York State Public Officers Law
RCSCC	Rules Of The Classified Service Of Cattaraugus County
RSSL	New York State Retirement And Social Security Law
NYCRR	New York State Code Of Rules And Regulations
FMLA	Federal Family And Medical Leave Act
GML	New York State General Municipal Law
JUD	New York State Judiciary Law

APPENDIX B

Unit Positions

SALARY GRADE ALLOCATIONS

GRADE 8

Marina Attendant

GRADE 10

Reception Clerk
Grounds Helper
Switchboard Operator

GRADE 11

Clerk
Keyboard Specialist
Typist

GRADE 12

Cleaner
Food Service Helper
Transportation Aide

GRADE 13

Aging Services Aide
Leisure Time Activities Worker

GRADE 14

Account Clerk Typist
Cook
Driver/Courier
Personnel Scheduler
Resident Services Clerk
Site Manager

GRADE 15

Laborer
Leisure Time Activities Aide
Nurse Aide

GRADE 16

Maintenance Worker
Transfer Station Operator
Worksite Supervisor

GRADE 17

Motor Vehicle Representative

GRADE 18

Day Care Assistant

GRADE 19

Commercial Driver – Class A
Maintenance Mechanic

GRADE 20

Licensed Practical Nurse

GRADE 21

Certified Occupational Therapy Assistant
Program Coordinator

GRADE 23

Caseworker

GRADE 24

Registered Nurse

GRADE 26

Community Health Nurse

GRADE 30

Mental Health Therapist

APPENDIX C
Unit Salary Schedule
Part-Time Employee Bargaining Unit

GRADE	EFFECTIVE 1/1/2011 HOURLY RATE	EFFECTIVE 1/1/2012 HOURLY RATE
GRADE 8	\$8.56	\$8.82
GRADE 10	\$10.13	\$10.43
GRADE 11	\$10.54	\$10.86
GRADE 12	\$10.94	\$11.27
GRADE 13	\$11.36	\$11.70
GRADE 14	\$11.84	\$12.20
GRADE 15	\$12.26	\$12.63
GRADE 16	\$12.76	\$13.14
GRADE 17	\$13.25	\$13.65
GRADE 18	\$13.84	\$14.26
GRADE 19	\$14.36	\$14.79
GRADE 20	\$16.46	\$16.95
GRADE 21	\$15.84	\$16.32
GRADE 23	\$17.21	\$17.73
GRADE 24	\$18.15	\$18.69
GRADE 26	\$19.68	\$20.27
GRADE 30	\$23.01	\$23.70

APPENDIX D

The following positions are included in the bargaining unit when filled on a part-time basis as defined in the local Civil Service Rules:

Account Clerk Typist, Aging Services Aide, Caseworker, Certified Occupational Therapy Assistant, Cleaner, Clerk, Clerk Typist, Commercial A Driver, Community Health Nurse, Cook, Day Care Assistant, Driver/Courier, Food Service Helper, Groundskeeper, Keyboard Specialist, Laborer, Leisure Time Activities Aide, Licensed Practical Nurse, Maintenance Mechanic, Maintenance Worker, Marina Attendants (Seasonal), Mental Health Therapist, Motor Vehicle Representative, Nurse Aide, Personnel Scheduler, Program Coordinator, Reception Clerk, Resident Services Clerk, Registered Nurse, Site Manager, Switchboard Operators, Typist, Transfer Station Operator, Transportation Aide and Worksite Supervisor.

The following positions are excluded from the bargaining unit:

Summer Seasonals: (Excluding Marina Attendants) "summer seasonal positions" are seasonal employees hired between May 1st and August 31st to work for a period of four months or less during a year.

Substitute Employees: As used in this agreement "substitute employees" means all employees who are hired to perform work during absences of other employees, so long as the period of substitution does not exceed 450 hours in a calendar year. Should an employee exceed the 450 hour limitation in a calendar year they shall automatically become bargaining unit members commencing with the next pay period.

Supervising Nurses and Head Nurses, all others

1. Temporary Employees. *
2. Elected Officials
3. Employees of the Board of Elections
4. Employees represented by the Cattaraugus County Employee Unit of CSEA Local 805.
5. Employees represented by the Cattaraugus County Supervisory Unit of CSEA Local 805.
6. Employees of the Sheriff's Department.
7. Managerial Employees
8. Confidential Employees


* Bargaining Unit members appointed to full-time positions on a temporary, or provisional basis shall not be excluded from the rights and/or privileges afforded within this agreement, and shall remain Bargaining Unit members during the duration of such temporary, or provisional appointment.

EXECUTION OF AGREEMENT


Wherefore, the duly authorized representatives of the parties do hereby execute this Agreement including all addenda and appendices On January 1, 2011.

FOR THE EMPLOYER

County Of Cattaraugus
State Of New York

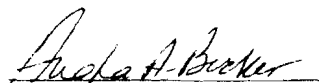


Michael T. O'Brien, Chairman
Cattaraugus County Legislature

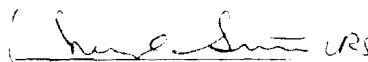


Jeffery Swiatek
Chief Negotiator

FOR THE UNION



Audra Becker, President
Part Time Unit



Cheryl Smith, CSEA LRS
Chief Negotiator

