

STATE OF NEW YORK : COUNTY OF CHAUTAUQUA
CHAUTAUQUA COUNTY HUMAN RESOURCES

In the Matter of a Grievance between

Chautauqua County

and

STEP 2 SETTLEMENT AGREEMENT

CSEA Unit 6300

WHEREAS, Civil Service Employee's Association, Local 1000 AFSCME, AFL-CIO, Unit 6300, Local 807 (CSEA), ("Grievant") as a Class Action Grievance; and the County of Chautauqua ("County") having agreed to resolve a grievance related to Department of Public Facilities (DPF) Premiums; and

WHEREAS, the parties agree to resolve the grievance in lieu of proceeding to a grievance arbitration hearing;

NOW THEREFORE, in consideration of the mutual terms contained herein, the County and CSEA Unit 6300, intending to be legally bound, do hereby stipulate and agree as follows:

1. The above statements are true and correct to the best of the parties' knowledge and belief.
2. Section 8.09 of CSEA 6300's Collective Bargaining Agreement will reflect the following proposed changes:

(a) Section 8.09 Equipment Operators.

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 DPF Titles assigned to the Crane, an additional hourly premium of one dollar (\$1.00) per hour shall be paid for all hours operating the Crane and performing Crane-related work

- ~~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).~~

3. The DPF Titles listed below will be Reallocated according to the following Grades:

Title	GRADE	
	Current	Proposed
Road Maintainer	6	8
MEO (Highway)	10	13
MEO (Landfill)	10	13
Truck Driver	9	11
Carpenter Trainee	8	9
Carpenter	12	13
Sr. Carpenter	14	15
Transfer Station Supervisor	14	15
Road Construction Sup I	14	15
Road Construction Sup II	16	17
Road Construction Sup III	18	19
Skilled Road Maintainer	8	10
Disposal Site Attendant	6	7
Sewage Treatment Plant Attendant	7	8
Airport Maintenance Mechanic	11	12
Building Maintenance Mechanic	9	10
Bridge Construction Supervisor	17	18

4. Both parties understand and agree that the above Reallocation will be applied as a Step-to-Step move.
5. Both parties understand and agree that the above Reallocation will be applied year-round in lieu of any premium besides that of the Crane Operator (see Item #2).
6. Both parties understand and agree that this Proposed Grievance Settlement is subject to and contingent upon ratification by the members of the CSEA Unit 6300 and approval by the Chautauqua County Legislature.
7. Grievant agrees to withdraw this grievance upon both parties signing this Settlement Agreement.
8. Grievant, in consideration of this Settlement Agreement, hereby waives any claims against the County and its agents growing out of any events related to the above stated grievance.
9. It is understood and agreed upon by both parties hereto that this Settlement Agreement is executed based upon the particular circumstances of this case and does not establish a precedent for the resolution of any other case.
10. This Settlement Agreement constitutes the entire understanding of the parties hereto and can be modified, amended, or revoked only by express written consent of all parties hereto.
11. This Settlement Agreement shall not be used by any party in any other matter.

FOR CHAUTAUQUA COUNTY

FOR CSEA UNIT 6300

 Deborah Makowski Date
 Director of Human Resources

 Donald Williams Date
 CSEA Unit 6300 President

 Ana Morgan Date
 County Attorney

 Matthew DeAngelo Date
 CSEA Labor Relations Specialist