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**Union:** Blue Collar Employees, New York Council 66, AFSCME, AFL-CIO

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AGREEMENT BETWEEN
LOCAL 182
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFFILIATED WITH
NEW YORK COUNCIL 66, AFL-CIO
AND THE
COUNTY OF NIAGARA, NEW YORK

RECEIVED
JUL 30 2007
NYS PUBLIC EMPLOYMENT RELATIONS BOARD
# AFSCME - COUNTY OF NIAGARA AGREEMENT


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ARTICLE I
RECOGNITION

Section 1: Recognition

Local Union Number 182 of the American Federation of State, County and Municipal Employees, affiliated with New York Council 66, AFL-CIO, hereinafter referred to as the "Union," is recognized by the County of Niagara, New York, for purposes of collective negotiations, pursuant to the New York Public Employees Fair Employment Law, as the exclusive negotiating agent for all permanent full-time and permanent regular part-time and part-time blue collar employees for wages, hours, and working conditions.

Section 2: Regular Part-time

"Blue-collar employees" shall be defined to mean those titles listed in the Appendix attached hereto and made a part of this Agreement.

"Regular part-time employees" shall be defined as employees working twenty (20) hours or more a week on a regular schedule excluding seasonal and per diem employees. Regular permanent part-time employees shall be entitled to receive all benefits as listed below, if they occupy a permanent position as designated by the Niagara County Civil Service Department.

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<th>Benefit</th>
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<td>Personal Days</td>
<td>1½ days per year (12 Hours)</td>
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<td>Vacation</td>
<td>1 week (40 Hours)</td>
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<td>Compensation</td>
<td>Full coverage</td>
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<td>Holidays</td>
<td>Four (4) hours pay per holiday</td>
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Section 3: Part-time

Part-time employees who work nineteen (19) hours or less per week shall be entitled to coverage of the following benefits only and shall be excluded from any other provisions of this Agreement:

1. Part-time employees shall be subject to the same probationary period as full time employees.

2. Part-time employees, who bid on regular permanent part-time vacancies and who at least meet the minimum requirements for the position, will be selected for the position based on their part-time County seniority. The Department Head reserves the right to refuse any job applicant based on the applicant’s work record, conduct and/or attendance.

3. Part-time employees, who bid on permanent full-time vacancies and who at least meet the minimum requirements of the position, will be selected for the position
based on their part-time County seniority. However, if a permanent full-time employee or employees bids for the position, and at least meets the minimum qualifications for the position, they shall be given preference over any such part-time employee. The Department Head reserves the right to refuse any job applicant/bidder based on the applicant's/bidder's work record, conduct and/or attendance.

4. The foregoing subsections (2 and 3) shall take effect with the ratification by both parties of this Agreement and shall remain in effect until the expiration hereof, December 31, 2002. Upon expiration, the following provision shall become effective: Part-time employees, who meet the minimum requirements for a permanent, full-time or regular, permanent part-time vacancy may bid on such vacancy and will be considered for such based upon their part-time County seniority. Any permanent full-time employee who bids for such vacancy shall have preference over any such part-time employee.

5. All part-time employees shall start at the Step 1 hourly rate listed for their title in Appendix B. Effective with the ratification of this Agreement, any current employee who is at the 90% rate will automatically be placed into Step 1 of the hourly rate for their title. Annual increases in salary are not mandatory, but part-time employees shall be entitled to one (1) increment maximum for the position, every two (2) years, provided that the increment is recommended for approval to the Human Resources Committee by the Department Head.

6. Part-time employees shall be subject to Article XI, Section 4b-Layoff and Section 5-Recall.

7. Part-time employees shall be covered by Article IX-Discipline and Discharge.

ARTICLE-II
MANAGEMENT RIGHTS

Section 1: Authority

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the County are retained by it, including, but not limited to: the right to determine the mission, purpose, objectives and policies of the County; to determine the facilities, methods, means and number of personnel for the conduct of the County programs; to administer the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or re-classify and to allocate or re-allocate class of positions and to classify or reclassify, and to allocate or re-allocate new or existing positions in accordance with law; and to discipline, or discharge employees in accordance with law and the provisions of this Agreement.
Section 2: Functions

The Union recognizes that all of the functions, rights, powers, responsibilities, and authority of the County in regard to the operation of the County and the direction of its work force which the County has not specifically abridged, deleted, delegated, granted, or modified by this Agreement, are and shall remain exclusively those of the County.

ARTICLE III

NO STRIKE PLEDGE

Pursuant to the provision of Subdivision 3 (b) of Section 207 of the Public Employees Fair Employment Law, the Union affirms:

That it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such strike and will not engage in a concerted stoppage of work or slowdown.

ARTICLE IV

SUPERSEDEUR

Section 1: Rules and Regulations

The Agreement shall supersede any rules, regulations or practices of the County which shall be contrary to or inconsistent with its terms.

Section 2: Contrary to Law

If any provision of this Agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect. Should such law alter this Agreement, the Union and the County agree to immediately negotiate concerning that item. It is understood that this is not a re-opener and such negotiations are limited to the particular section which is altered.

ARTICLE V

DURATION OF AGREEMENT

Section 1: Effective Date

This Agreement shall be effective as of January 1, 1999 and shall continue until December 31, 2002. If, at the expiration of this Agreement no new agreement has been
reached, this Agreement shall continue in full force and effect unless state otherwise herein.

Section 2: Subsequent Agreement

Negotiations for a subsequent agreement shall commence not later than 120 days prior to the expiration date of this Agreement.

ARTICLE VI

UNION DUES

Section 1: Dues Deduction

AFSCME, having been recognized or certified as the exclusive representative for all employees included in the collective bargaining unit as set forth in Article I of this Agreement, shall be entitled to have monies deducted from the wages or salaries of employees of the aforementioned bargaining unit who are not members of AFSCME in an amount equivalent to the annual dues levied by AFSCME for full-time and part-time employees who are members. The fiscal or dispersing officer shall deduct and transmit the amount of monies as determined by the employment status (part-time or full-time) of the employee(s) who is not a member and as established by AFSCME to AFSCME in the same form and manner that the fiscal or dispersing officer is now transmitting the dues paid by employees who are members.

All job titles listed in the Appendix of the current Agreement shall be included in the Agency Shop provision, with the exception of the Supervisor of Water Maintenance.

Should a dispute arise concerning titles exempted from Agency Shop and should no agreement be reached prior to the implementation of Agency Shop, the parties agree to submit the remaining contested titles to PERB for a final determination.

The Union has established and maintained a procedure providing for the refund to any employee demanding the return or any part of an Agency Shop fee deduction as required pursuant to Section 208.3B of the New York State Civil Service Law.

Section 2: Transmission of Funds

The aggregate total of all such deductions, together with a list from whom dues or fees have been deducted, shall be remitted to the designated Financial Officer, New York Council 66, AFSCME, AFL-CIO, 300 Air Park Drive, Suite 100, Rochester, New York 14624, on or before the tenth (10th) of each month and a copy shall be remitted to the Treasurer of Local 182, along with a list indicating the names and addresses of those employees who are not members of AFSCME.
Section 3: Hold Harmless

The Union shall hold harmless the County and its officials from any claims, suits or other forms of liability that may arise as a result of the employer's action in deduction of dues, etc., as provided under this Article. However, the Union shall not be liable to hold the County and its officers harmless for errors made by any of the County's officials that may arise due to the aforementioned official's negligence. Any such claims, losses or damages shall be the sole responsibility of the County and/or its officials.

ARTICLE VII

UNION SECURITY

Section 1: Representation for Employees

In each County department, employees in that department shall be represented by at least one (1) Steward who shall be a permanent employee. In the absence of the Steward, an alternate may be appointed by the Local President.

Section 2: Union Steward

County departments are listed below and the number of Union Stewards in each are:

- Niagara County Highway Department: three (3) Stewards
- Mount View Hospital: four (4) Stewards
- Niagara County Building Department: three (3) Stewards
- Niagara County Parks: two (2) Stewards
- Niagara County Refuse Agency: one (1) Steward
- Niagara County Water Department: one (1) Steward
- Niagara County Office of the Aging: two (2) Stewards
- Niagara County Jail: one (1) Steward

The Union shall supply to the Human Resources Department with a list of Union Stewards on a quarterly basis.

Section 3: Processing of Grievances

The Stewards, with authorization from their immediate superior, during their working hours without loss of time or pay, may investigate and present grievances to the employer, providing such actions do not interfere with the operations of the County department. Only one (1) Steward in a department may engage in such investigation of grievances and the maximum time allowed per grievance be up to two (2) hours, unless more time is needed to reasonably conclude or pursue the matter. The head of those departments referred to in Section 2, above, shall not unreasonably withhold permission to investigate or present a grievance. The Stewards shall not abuse this right to investigate or present a grievance.
Section 4: Union Officers

The Union Officers shall have a total of ten (10) working days for attending union meetings, same to be given without pay and without loss of time or break in service and such attendance shall not be charged against any vacation or leave time. Reasonable notice must be given to each department head of such proposed attendance.

ARTICLE VIII

GRIEVANCE PROCEDURES

It is the purpose of this procedure to afford the parties adequate opportunity to resolve their differences and to secure equitable solutions to grievances at the lowest possible administrative level.

Section 1: Definitions

GRIEVANCE: A complaint by any employee or group of employees in the negotiating unit regarding an alleged violation of the terms of this Agreement.

GRIEVANT: The person or persons in the negotiating unit submitting the grievance.

GRIEVANCE COMMITTEE: A duly constituted committee of the Union composed of not more than three (3) members, the composition of which may be changed at any time.

REPRESENTATIVE OF DEPARTMENT HEAD: The individual charged with the duty of rendering a decision at a particular stage of this grievance procedure.

REPRESENTATIVE: An individual employee, Union officer, Steward, or a grievance committee member of the bargaining unit.

IMMEDIATE SUPERVISOR: The supervisor who is responsible for assigning daily work assignments.

DEPARTMENT HEAD: Administrative head of the departmental unit of County government at which the employee is employed.

Section 2: Specific Conditions

a. Any employee represented by the bargaining unit may present a grievance or grievances in accordance with this Article, provided, however, that the first presentation of the individual grievance must occur within twenty (20) working days of the occurrence of the alleged violation.
b. Every grievant shall have the right to be represented by a Grievance Committee member, a New York Council 66 representative, or other representative employed by the Union.

c. The failure of a representative of the department head at any stage to communicate their decision within the designated time limits shall permit the grievant to proceed to the next stage of the grievance procedure.

d. The failure of the grievant or the Union to appeal a decision to the next higher stage within the designated time limits shall constitute a withdrawal and shall bar further action by the grievant.

e. The grievant may withdraw a grievance only with the approval of the Union.

f. If the Union, on behalf of its collective membership, is the grievant, the grievance procedures will be initiated at the second stage, in writing, containing a brief statement of the grievance and the specific provision(s) of this Agreement alleged to have been violated.

g. Hearings and conferences held under these procedures shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all parties to attend. Said hearings shall be scheduled so as to avoid interference with the operation of the County department concerned.

h. Time spent in the initial presentation of a grievance shall not be charged against leave time.

Section 3: Procedural Steps

All grievances or disputes concerning an alleged violation or interpretation of this Agreement shall be settled in the following manner:

a. **STEP ONE:** The grievant shall discuss the grievance, in good faith, with the immediate supervisor, in the presence of a Union representative. Such discussion will include the requested correction of the grievance and the solution of the grievance, if any, offered by the immediate supervisor.

b. **STEP TWO:** If the discussion at Step ONE does not result in a settlement to the satisfaction of the grievant, then within ten (10) working days after the Step ONE discussion, the grievance shall be reduced to writing, listing the contract provision in dispute, the nature of the grievance, and the requested settlement of the grievance. Such written grievance will be submitted to the department head of the unit involved and the department head shall answer such grievance, in writing, within ten (10) working days after receiving the written grievance.

c. **STEP THREE:** If the written response at Step TWO is not agreeable to the grievant or the County, the grievance will be submitted to the Director of Human Resources or his designee, who shall schedule a hearing to discuss the grievance. Such hearing will be scheduled within ten (10) working days following receipt of the grievance and shall be
attended by the grievant and their representative(s). The **Human Resources Director, or his designee** shall render a written decision within ten (10) working days following the conclusion of the hearing.

d. **STEP FOUR:** In the event the **Union does accept**, in whole or in part, the decision of the **Director of Human Resources or his designee**, as outlined in Step Three regarding the terms of this Agreement, the **Union may appeal to binding arbitration within fifteen (15) days of the receipt of the Step Three decision**. The arbitrator shall consider only the disputed issues submitted to him/her by separate statements executed by the parties, and the arbitrator shall have no power to add to, subtract from, modify or amend any of the provisions of this Agreement, or to issue any award limiting or interfering with the operation of any applicable provision of law, or inconsistent with, or contrary to, any such provisions of law. The arbitrator shall be selected by the parties from a list of arbitrators provided by either the New York State Mediation Service or the Public Employment Relations Board. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact and conclusion and shall constitute an order which shall be final and binding on all the parties. **When the Union is a party to or a representative of or counsel to the grievant, the cost of the services of the arbitrator shall be borne equally by the Union and the County.**

e. **Nothing in this grievance procedure shall prohibit the Director of Human Resources and the Union from meeting informally and directly to resolve a grievance rather than following the grievance procedure outlined above, but only if both sides agree to so meet.**

**Section 4: Labor Management Meeting**

Any agreement made during any Labor-Management meeting will be put in writing and signed by the authorized representatives of either party, whenever requested by either party.

**ARTICLE IX**

**DISCIPLINE AND DISCHARGE**

**PROCEDURE**

Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure, including the arbitration step, if necessary. This procedure shall be exclusive, and the procedure and remedies herein provided shall apply in lieu of all other procedures and remedies, including sections 75 and 76 of the Civil Service Law which shall not apply to employees.

When any action or measure is imposed upon or is pending against an employee, then the employer shall notify the employee, the Union Steward, and the Union President in writing, of the specific reasons for such disciplinary action being imposed and the proposed penalty. The
written notification shall contain a detailed description of the charges, which shall include dates, times, and places. The written notification shall indicate that one (1) copy has been sent to the appropriate Union Steward, and one (1) copy to the Union President. Notification to the Union shall be done within twenty-four (24) hours of notice given to the employee.

Section 1: Exercise of Rights

a. Disciplinary action or measures shall include only the following. Such action shall follow the order listed, unless conditions showing just cause warrant a departure from the order listed.

   Oral reprimand*
   Written reprimand
   Suspension
   Discharge

1. Oral reprimands shall not be advanced to the arbitration step.

2. The employee shall be required to sign the notice of discipline. Such signature shall only indicate that the employee received the notice and not that the employee agrees with its contents and allegations.

3. A copy of the notice of discipline will be placed in the employee's personnel file in the County's Human Resources Department.

4. Each of the following constitutes possible cause for disciplinary action:

   Fraud in securing employment
   Incompetence
   Insubordination
   Dishonesty
   Drunkenness on duty
   Unlawful use of drugs or narcotics on duty
   Absence without official permission
   Conviction of a felony or misdemeanor involving moral turpitude
   Immorality on the job
   Flagrant misuse of County property

   This list is illustrative only and is not all inclusive.

5. The disciplined employee upon request will be allowed to discuss the discipline or discharge with their Steward or other authorized representative of the Union, and the County will make available an area where they may do so before they are required to leave the premises.
6. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public; however, the employee shall have a right to be represented by the Union Steward upon request.

7. Any reprimand that is more than two (2) years old will not be used against an employee, however, such reprimand may be referred to indicating that a pattern or history of discipline exists.

Section 2: Private Hearings

Upon application by the Union, an arbitrator in a discipline case shall have the authority to direct that the arbitration shall be held in private.

Section 3: Reinstatement

Any employee found to be unjustly suspended or discharged, or whose penalty is reduced, shall be reinstated and compensated for all lost time and restoration of all other rights and conditions of employment in accordance with the determination made by the arbitrator.

ARTICLE X

SENIORITY

Section 1: Definition

Seniority means an employee's length of continuous service with the County since their last date of hire.

The seniority list on the date of this Agreement will show the names, addresses, job titles, and the date of hire of all employees in the unit entitled to seniority.

The Human Resources Department shall provide the local Union Secretary with a current listing of all AFSCME unit employees not later than June 30 and December 31 of each year, which shall include names, social security account numbers, home addresses, department numbers, and position titles.

An employee's continuous service record shall be broken by resignation, discharge for just cause and retirement. However, if an employee is rehired within one (1) year in the AFSCME unit, their continuous service shall not be broken.

Section 2: Probationary Period

All competitive, non-competitive, and labor class employees hired shall be considered as
probationary employees for the first eight (8) weeks of their employment, except in the event the probationary period is extended pursuant to Civil Service Law to a period of twenty-six (26) weeks.

When an employee successfully completes their probationary period and retains their employment, the employee's name will be added to the Union seniority list, retroactive to the employee’s original date of hire.

ARTICLE XI

WORK FORCE CHANGES

Section 1: Job Posting

The following definitions apply for this Article:

PROMOTION: Moving into a different job at a higher hourly rate.

TRANSFER: moving into a job with the same title in a different work location.

DEMOTION: moving into any job with a lower hourly rate.

a. Whenever a promotional opportunity or a job opening occurs in other than a temporary situation in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on the department's bulletin board, stating the job classification, rate of pay, and nature of the job requirements in order to qualify. Such posting shall be for a period of ten (10) working days.

Such notices shall be prepared by the department head and it shall be the responsibility of the department head to post such vacancy on the bulletin board in his department. It shall also be the responsibility of the department head to send a copy of such posting to the Human Resources Department.

The Human Resources Department will promptly send a copy of all job postings, including promotional opportunities outside the department to all stewards as identified by the current Union Steward list. The Employer will post the name of the individual who was appointed to the position. Such posting shall include the individual's name, former department, and seniority date, if available.

b. Promotional opportunities, transfers and voluntary demotions to titles above the Highway Laborer rate shall be posted County-wide and are to be filled on a departmental basis based on seniority and qualifications. In the event no person in a given department is qualified or bids on the job, then the job opportunity shall be filled from applicants on a County-wide basis in the same manner.
c. Promotional opportunities and/or newly created titles at or below the Highway Laborer rate shall be posted County-wide and are to be filled based on seniority and qualification. The department reserves the right to refuse any job applicant based on their work record. It is understood that the Head Cleaner PM, Head Cleaner and all competitive titles are excluded from this provision. All newly created titles at or below the Highway Laborer rate will be included.

d. In case of a competitive position, within the bargaining unit, permanent appointment may be made in accordance with Civil Service Rules and Laws, except that should no list of eligible applicants be in existence, then a provisional appointment may be made in accordance with Civil Service Rules.

e. Civil Service will make available to the Union Secretary a copy of the Report of Personnel Change (RPC) filed for each new hire covered by this Agreement.

Section 2: Shift Preference

Shift preference will be granted on the basis of seniority within the same classification where a vacancy exists.

Section 3: Transfers

a. Employees, where qualified within the department, desiring to be transferred to other jobs within the department, shall be permitted to do so provided a vacancy exists, on the basis of departmental seniority and provided the employee gives written notice within the posting period of his desire to be transferred into the vacant position. The County retains the right to decide whether vacancies are to be filled.

b. Whenever a vacancy exists and is posted in another department, employees in the same job title, in another department, may bid for transfer to such position in the other department. Should more than one employee bid for transfer, seniority shall be the basis for the selection. Should the receiving department head refuse the transfer based on an employee's work record, the employee shall be so informed in writing of the refusal, including the reasons for the refusal. It is understood that this selection cannot adversely affect a promotional opportunity of another employee in the bargaining unit.

Section 4: Layoff

a. In the event the County plans to layoff employees for any reason, the County shall meet with the Union to review such anticipated layoff at least thirty (30) days prior to the date such action is to be taken and the employee to be laid off will have at least fourteen (14) calendar days notice of layoff. In the event of legislative action, and in the event this notice period cannot be met, the Union will be notified of said layoffs within ten (10) days, and the employee shall be notified as soon thereafter as possible.
b. When such action takes place it shall be accomplished in the following order:

1. Seasonal Employees,
2. Temporary Employees,
3. Probationary Employees,
4. Part time employees (19 hours or less) except Certified Hospital Aides. No permanent part-time or permanent full-time Certified Hospital Aides or Personal Aides will be laid off or be on layoff status while part-time (19 hours or less) Certified or Personal Aides are working;
5. Permanent part-time employees (20 hours or more) in reverse order,
6. Permanent full time employees in reverse order.

c. However, if an employee's position is in the competitive class, suspension and demotion shall be in accordance with the Civil Service Rules and Laws.

d. The County shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are issued to the employees.

e. When a non-competitive or labor jurisdictional class employee is laid off due to a reduction in the work force, they shall be permitted to exercise their seniority right to bump, or replace an employee with less seniority. If there is no employee with less seniority in a position equal to their position that they would qualify for within their department, such employee may, if they so desire, bump an employee in an equal or lower job title provided the bumping employee is qualified for the position and has greater seniority than the employee whom they bumped.

f. Competitive class employees' layoff procedure will be in accordance with Sections 80, 81, and 85(7) of the New York State Civil Service Law.

Section 5: Recall

Recall in each job title shall be in the inverse order of layoff in that job title and in equal and/or lower titles. Recall of competitive class employees will be according to law.

Employees in the labor or non-competitive class will maintain recall rights for four (4) calendar years.

Officers and Stewards, as contained in the most current list on file in the Human Resources Department, will have super-seniority for the purpose of layoff or recall. This applies to non-competitive or labor class positions only.
Section 6: Job Openings/Vacancies

The Employer, when filling a job opening or vacancy from among non-competitive and labor class employees, shall select an employee who meets the standards of the job requirements, provided that, if there is more than one (1) employee who is qualified for the job, then such position will be filled by selecting from among those qualified, the employee with the greatest seniority.

Section 7: Job Assignment

The Employer agrees that in all departments the selection of employees for job assignments shall be made by department seniority. This Section shall not apply to assignment to the Bucket Truck.

Section 8: Consolidation or Elimination of Job

a. Any employee displaced by the elimination of their job through consolidation, installment of new equipment or machinery, the closing or replacement of existing facilities shall be permitted to transfer to any existing or additional vacancies in their same job classification in any department covered by this Agreement.

b. Any employee requesting such transfer because of the elimination of their job, shall be transferred as provided for in subparagraph “a” above on the basis of seniority and such request shall take precedence over any other requests for transfer.

c. Consolidation of jobs is defined by having no layoff impact. If layoff does result, then the layoff provision shall prevail.

Section 9: Human Resources Committee Minutes

Copies of the Human Resources Committee minutes will be supplied to the Union President as soon as practical after each meeting.

Section 10: Temporary Positions

When a position becomes vacant on a temporary basis department employees in lower paid positions will be canvassed, by posting the position for five (5) days, and will be considered for said opening where qualified, based on seniority. The department head reserves the right to refuse the applicant based on their work record, conduct and attendance. Further back fills may be made at the discretion of the department head.
ARTICLE XII

ABSENCES AND LEAVES

All absences (including tardiness) in any department must be noted for use in relation to the employee's individual record and must be charged against the proper time credit reserves as indicated below. A summary of absences shall be posted monthly in each department so that all employees may examine that record.

Section 1: Sick Leave - Generally

a. All employees shall be allowed sick leave credits at the rate of one (1) working day per month in service and shall become cumulative up to 195 days (1,560 hours) maximum. After this maximum is reached, no more sick leave credits may be earned by the employee except to the extent of restoring credits subsequently drawn for sick leave and thereby building up accruals again to the 195 days (1,560 hours) maximum.

b. Calculations of sick leave shall be based on a year beginning January 1st.

c. Sick leave credits shall not be earned while an employee is on a leave of absence without pay in excess of five (5) work days per calendar month, under disciplinary punishment involving the loss of work time in excess of five (5) work days per calendar month, or while on a leave of absence with one-half (1/2) pay.

d. For the calculation of sick leave credits, the time recorded on the payroll at the full rate of pay shall be considered as time "served" by the employee.

e. In order that absence because of personal illness may be charged to accumulated sick leave, it must be reported by the employee on the first working day of such absence. Reporting time shall be within one (1) hour after beginning of shift.

f. Sick leave provided in this Section may be utilized by an employee if they desire in any instance in which the employee by reason of physical and/or mental illness or injury is disabled, incapacitated and/or unable to perform the duties of their position.

g. Sick leave may be utilized by an employee if they desire in any instance of sickness in the immediate family. "Immediate family" as used in this subparagraph shall be defined as the employee's spouse, child, step-child, children, step-children or a parent residing in the same household as the employee. The department head may request a physician's statement of illness from an employee if family illness causes an absence of the employee in excess of three (3) consecutive work days. An employee supplying an acceptable statement from such medical professional for such sick leave absence shall not have those covered days counted for disciplinary purposes.

h. Employees may use sick leave in one (1) hour increments for medical and dental visits or to leave work because of legitimate personal or family illness.
i. The Employer has the right in any instance to request a statement from a medical doctor for any employee being absent on personal sick leave which exceeds five (5) consecutive days (three (3) days for Mt. View). An employee supplying an acceptable statement from such medical professional for such sick leave absence shall not have those covered days counted for disciplinary purposes.

j. If any evidence of sick leave abuse exists under this Section, the employee's immediate supervisor or department head shall hold a meeting with the employee to try and resolve the situation prior to any disciplinary action being taken under Article IX. The immediate supervisor or department head shall allow an Union representative to be present at this meeting if requested by the affected employee.

Section 2: Sick Leave - Extension

a. Permanent employees who have served continuously for two (2) years shall be granted sick leave with one-half pay for a period not to exceed three (3) months and only after all accumulated sick days and vacation credits have been used. Such requests for sick leave extension shall be accompanied by a document prepared by a physician of the employee's choice which certifies as to the employee's disability. A doctor's statement will be required at the completion of each thirty (30) day period which certifies as to the employee's continued disability.

Shall there be any evidence of abuse of this Section, it is agreed, that, either part may, by written notification, request a meeting to discuss such abuse. Such meeting is to be held within five (5) working days of the request.

An additional period of up to three (3) months with one-half pay may be granted with the approval of the Human Resources Committee.

The County will have the right to have the employee examined by a neutral physician as it deems necessary during this second ninety (90) day period. The cost of this examination will be borne by the County.

b. Leave, not exceeding twelve (12) months without pay, may be granted in the case of employees who have served continuously for at least one (1) year in the County service. No sick leave without pay in excess of twelve (12) months shall be granted unless the department head has obtained prior approval for such an extension from the Niagara County Personnel Officer.

c. Transfer of Credits: Credits shall be transferred with the employee from one department to another.

Section 3: Leave for Death in Family

Leave of absence with pay shall be granted to an employee who is absent from duty because
of the death of a member of their immediate family. The immediate family of an employee shall include: spouse, mother, father, sister, brother, children, grandparents, spouse's grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, father-in-law, mother-in-law or any person occupying the position of a parent of the employee or their spouse.

The Employer shall grant a leave of absence with pay for the duration of time not to exceed three (3) consecutive regularly scheduled work days from the date of occurrence. If special circumstances arise (e.g. death out-of-state, death out-of-country, delayed funeral arrangements, delayed travel arrangements, or other individual documented needs), the three (3) days may be adjusted by the County Human Resources Department to meet such individual reasonable needs of the employee for bereavement leave. To be eligible for bereavement leave under this Section, the employee must attend the funeral of the deceased.

The employee whose regularly scheduled work week includes Saturday and Sunday shall be granted one (1) additional day if needed to attend the funeral if such funeral is scheduled for Monday. If the death occurs after the employee has reported to work, that day will not be counted as part of the three (3) days. If a death occurs during an employee's vacation, an additional three (3) days with pay will be granted provided the employee attends the funeral.

Section 4: Leave Due to Injury or Disease: Incurred in the Performance of Duty

An employee who is necessarily absent from duty because of occupational injury or disease, as defined by the Worker's Compensation Law, may, pending adjudication of their case and while their disability renders them unable to perform the duties of their position, be granted leave with full pay for a period not to exceed six (6) months (exclusive of accumulated sick leave credits and other time credits), on approval of the appointing authority after full consideration of all facts involved. Vacation and sick leave credits shall not be earned under these circumstances for periods that an employee is on such discretionary six (6) months' leave with pay. Should the disability persist beyond this period, plus accumulated sick leave credits and other time credits, such employee may be placed on leave without pay for a further period not to exceed twelve (12) months. When the employee has been awarded compensation by the Worker's Compensation Board for the period of their leave with pay, such compensation award for loss of time for such period shall be credited to the County. Upon their return to active duty, such employee shall be recredited with that proportion of earned credits consumed during the period of their absence, which the amount of their Worker's Compensation award covering the period of earned sick leave and other time credits consumed and credited to the County, bears to the amount of salary they received during the period that sick leave and other time credits were consumed.

The County shall provide Workers' Compensation Insurance for its employees.

Section 5: Jury Duty

Department Heads shall grant employees leaves of absence with pay as required by law.

a. Employees who serve on jury duty on any given day will be excused with
pay from their regular work shift as follows:

1) Second shift employees will be excused with pay for each second shift immediately following the day served on jury duty.
2) Third shift employees will be excused with pay for each third shift immediately preceding the day served on jury duty.

3) It is understood that notification must be given in advance to the immediate supervisor and if employees are excused prior to 12:00 noon from jury duty, they will report to their next regularly scheduled shift. All monies received for jury duty must be returned to the Treasurer's Office.
4) This does not apply to employees who volunteer for jury duty.

b. Department Heads shall grant leave of absence with pay to any employee who is subpoenaed or ordered by the Court to appear as a witness, providing the employee is not a litigant in the Court action.

Section 6: Leave for Time Off for Study or Other Educational Purposes

Full time leave for study or examinations without pay, part pay, or full pay may be granted in special cases and is determined on the individual factors affecting the request. Approval shall be within the discretion of the department head and the Human Resources Committee. Employees may be granted two (2) hours off per week to attend school under the following conditions:

a. The course must be directly related to the work of the department and increase the usefulness of the employee to the department.
b. It must be a course that is not available during after-work hours.
c. The work of the department makes it possible for the employee to be spared for that amount of time.
d. It must be a course offered by a recognized college, university or school or New York State accredited and recognized trade school.

Section 7: Maternity Leave

Maternity leave shall be covered under the sick leave provisions.

Section 8: Leaves Required by Law

Leaves such as, but not restricted to, Family, Medical or Military shall be granted according to the laws of the State of New York and the United States.

Any provision in this Agreement that provides any greater right or benefit than that required by federal or state law shall remain in full force and effect.
Section 9: Leave for Service in Exempt, Non-Competitive Class or Unclassified Service

A County Officer or employee holding a position in the competitive class on a permanent basis for at least one (1) year, who is appointed to serve in a position in the County service which is in the exempt class or non-competitive class, or in the unclassified service, may at the discretion of the appointing authority, be granted a leave of absence without pay during such service for a period not exceeding one (1) year. Such leave of absence may at the discretion of the appointing authority and with the approval of the County Personnel Officer, be renewed for such person to return to their position in the competitive class between successive leaves, provided however, that no such leave of absence without pay shall extend beyond four (4) years from the date such officer or employee left their competitive class position. Any employee who leaves the County service without an approved leave of absence loses all service and seniority rights. All leaves of absence and subsequent reinstatement shall be governed by the rules adopted from time to time by the Niagara County Civil Service.

Section 10: Leaves for Other Reasons

Leaves of absence without pay for reasons not covered in the foregoing rules may be granted under the provisions of the Niagara County Civil Services Rules by the department head to permanent employees under extenuating circumstances, but in no case shall any total continuous leave without pay exceed twelve (12) months without the approval of the Niagara County Personnel Officer.

Section 11: Personal Leave Days

An employee shall be entitled to receive three (3) days for personal leave days subject to the following conditions:

a. A written request, shall be made to the department head at three (3) day prior to the day of leave, except in cases of emergency.

b. The personal leave day shall not apply on the day before or the day after a holiday, except when authorized by the department head and/or Human Resources Director.

c. The personal leave day may not be used in conjunction with a vacation except when authorized by the department head and/or Human Resources Director.

d. An employee is not eligible for personal leave days until ninety (90) days after their original date of hire.

e. Any personal leave day not used in a calendar year shall be added to the employee’s accumulated sick leave credits.
ARTICLE XIII
WORKING HOURS

Section 1: Regular Hours

The regular hours of work each day shall be consecutive unless otherwise specified in this Agreement. Any bargaining unit member, who, at the date of ratification of this Agreement by both parties, enjoys a paid twenty (20) minute lunch break, shall continue to receive the benefit of such so long as said incumbent remains in his/her then current job title in his/her same Department, and in the case of Certified Nurses Aides at Mount View, on the third shift. The benefit shall also continue for Department of Public Works employees in the Highway Division when working the third shift during the winter months. Any bargaining unit member who, at the date of ratification of this Agreement by both parties does not enjoy such benefit, shall be ineligible to receive such. No bargaining unit member hired after the date of ratification of this Agreement shall be eligible to receive such benefit regardless of the job title hired into. Notwithstanding the foregoing, any then current bargaining unit member who receives the benefit herein and is subsequently appointed to any position in the same Department, which is currently staffed by a person who receives a paid lunch, shall continue to receive the benefit of a paid twenty (20) minute lunch, as long as the person remains in such position. Attached to this Agreement is an Appendix setting forth, a list of the job titles and the number of bargaining unit members that currently receive such benefit.

Section 2: Work Week

A regular work week for a regular employee shall normally commence on Monday and end on Friday in each week except for employees covered below.

Section 3: Work Week (SATURDAY, SUNDAY, HOLIDAY)

A regular employee's work week which necessarily includes Saturday, Sunday, and holidays, shall not be covered under the above paragraph. For those employees, the first day off shall be considered as their Saturday and second day off shall be considered as their Sunday. A Saturday, Sunday or holiday shall be considered as a regular work day. A scheduled work day falling on a holiday shall entitle the employee to be paid at the rate of time and one-half (1 1/2) their regular rate of pay and said employee shall also receive one (1) compensatory day off.

Section 4: Needs of Departments

All regular full-time and regular part-time employees within a department shall work the hours and shifts as assigned by the department head in accordance with the needs and requirements of the department.

The scheduling of work is management's responsibility and schedules may be changed or altered depending upon the operational requirements of each department.
Section 5: Work Schedules

Work Schedules showing the employee's shifts, work days and hours shall be posted on each department's bulletin boards.

Section 6: Advance Notice

Reasonable advance notice shall be given for changes in work schedules, except for emergency situations. Any disagreement of what constitutes reasonable notice or emergency situations shall be subject to the grievance procedure.

Section 7: Highway Department

Currently, the work schedule for the Highway Department is: 7:00 A.M. to 3:30 P.M. - 40 hours per week

Section 8: Mount View Health Facility

Employees working in the Nursing Division (Hospital Aides), Laundry, Housekeeping, and Kitchen, shall be scheduled to have every other weekend (Saturday and Sunday) off.

Section 9: Call In

In the event an employee is called in for emergency duty prior to their regular work schedule, they shall be paid for a minimum of four (4) hours at the rate of time and one-half.

Section 10: Breaks

Full-time employees working an eight (8) hour day shall be entitled to take one (1) fifteen (15) minute break, which shall include smoking time, during the first four (4) hours of their shift and one (1) fifteen (15) minute break, which shall include smoking time, during the second four (4) hours of their shift.

Employees working a six (6) hour day shall be entitled to one (1) fifteen (15) minute break per day which shall include smoking time.

Employees working a seven (7) hour day shall be entitled to one (1) fifteen (15) minute break, which shall include smoking time, during the first three and one-half (3 1/2) hours of their shift and one (1) fifteen (15) minute break, which shall include smoking time, during the second three and one-half (3 1/2) hours of their shift.

All permanent regular part-time employees subject to the terms of this Agreement who work a shift of at least four (4) consecutive hours shall be entitled to one (1) fifteen (15) minute break, which shall include smoking time, per day.
ARTICLE XIV

HOLIDAYS

The following are legal holidays for members of the Unit. If any of the following holidays fall on a Sunday, the next day thereafter shall be observed. If any of the following holidays falls on a Saturday, it shall be observed the previous day. The floating holiday must be scheduled and receive prior approval from the employee's department.

New Year's Day
Marlin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Floating Holiday (as scheduled)

ARTICLE XV

VACATION

All employees, in addition to time off for holidays, will be granted annual vacation with pay as per the following schedule. Continuous service as per Article X will be necessary.

a. On January 1, new employees who have not completed one full year of service will be credited with one (1) day vacation for each month worked in the previous year up to a maximum of ten (10) days vacation.

b. After meeting the requirements of "a" above, each succeeding January 1, the employee will receive ten (10) working days of vacation.

c. Fifteen (15) working days after completion of five (5) years of service.

d. Seventeen (17) working days after completion of eight (8) years of service.

e. Twenty (20) working days after completion of fourteen (14) years of service.

The benefit set forth in “c” “d” and “e” will be credited to the employee on the employee’s anniversary date.

Section 1: Vacation Schedule

Vacation periods shall be taken each year and shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given their choice of vacation period.

Vacation calendars will be posted conspicuously in all departments on January 1 of each year for employees to designate their vacation time. Applications will be received from January 1st -
March 31st. Results (approved/disapproved) will be posted by April 10 of each year. After March 31, employees requesting a special time for vacation will be considered on a first-come basis only.

Vacations must be taken in the calendar year in which they are due. Vacation time will not be cumulative. Any exception must be approved by the Human Resources Committee and the department head and such exception shall not be unreasonably withheld.

So far as practicable, vacation credits shall be used prior to a transfer. The department, agency, or institution to which an employee is transferred shall credit the employee with all of his/her accumulated vacation credits not used prior to transfer.

Vacation credits shall not be earned while an employee is on a leave of absence without pay in excess of five (5) work days per calendar month, under disciplinary punishment involving the loss of work time in excess of five (5) work days per calendar month, or while on a leave of absence with one-half (1/2) pay.

Upon separation from the County service for any reason, any unused vacation credits shall be paid for at the employee's current rate of pay.

In addition to regular vacations, when an employee leaves County service during the course of the year for reasons of retirement, resignation, or death, the employee shall receive a vacation credit of one (1) day for each complete month worked during the year, not to exceed ten (10) days for an employee with under ten (10) years service, and not to exceed eighteen (18) days for an employee with over ten (10) years service. This does not apply to an employee with less than one (1) year service nor an employee discharged. An employee discharged for cause shall receive no vacation credit for the year in which the discharge takes place, but they shall be entitled to vacation credit earned the previous year and not yet taken.

Section 2: Holiday During Vacation

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period, if they so desire, may be extended one (1) additional day.

Section 3: Work During Vacation

Should any employee be called in during their vacation, they will not be required to report. If such employee elects to terminate their vacation and return to work, they will be credited with the vacation time remaining on their scheduled vacation record, beginning with the time they return to work.

Section 4: Vacation Buy Back

On December 1 of each and every calendar year, an employee may opt to sell back five (5) unused but accrued vacation days back to the County. Said option must be exercised, in writing, by the employee and said funds will be paid to the employee within twenty
(20) days. Vacation days will only be purchased from the employees in full day increments and at the regular, straight time rate of pay.

**ARTICLE XVI**

**USE OF COUNTY FACILITIES**

Section 1: Bulletin Boards

The County shall provide the use of bulletin board space for the use of the Union for the conduct of its proper business. **EXAMPLE:** communication with its members and general notification pertaining to Union business.

Section 2: Recreational or Social Purposes

The Union shall not use County facilities for recreational or social purposes.

Section 3: Personal Use

The use of County property for personal purpose is prohibited, whether it is vehicles, tools, equipment, buildings, or other property.

**ARTICLE XVII**

**COMPENSATION PLAN**

Effective January 1, 1999, each employee covered under this Agreement shall receive an increase in their 1998 salary and hourly rate of four percent (4%). Such increase shall be added to the 1998 salary and hourly rate of each employee as well as to the 1998 salary and hourly rate schedules. Each employee due an increment shall receive such in accordance with the appropriate contractual provisions.

Each employee shall receive an increase in salary and hourly rate of four percent (4%) for each of the succeeding years of this Agreement (2000, 2001 and 2002).

Section 1: Promotions

When an employee is appointed to a higher pay grade the employee shall be placed in Step One (1) of the new pay grade. If Step One (1) of the new pay grade does not provide a minimum increase in the hourly rate of seventeen cents (.17) per hour, the employee shall be placed in the step in the pay grade which does provide for an hourly rate increase of at least seventeen cents (.17) per hour.
Advancement in County service shall be by promotional examination or such other regulations as Niagara County Civil Service shall prescribe.

Section 2: New Positions

All new positions created must be approved and salaries set by the Human Resources Committee with the approval of the Legislature.

Section 3: Step Eight (8)

A new employee appointed to a position in a class shall be paid the minimum rate of pay for the class. Those employees who have completed Step V and who have satisfactorily completed eight (8) years of service shall be entitled to the eighth (8th) step increment rate effective the first (1st) pay period following the completion of their eighth (8th) year of County service.

Section 4: Annual Increase

Annual increases in salary are not mandatory, but each employee shall be entitled to one (1) increment maximum for the position provided that the increment is recommended for approval of the Human Resources Committee by the Department Head. Employees appointed prior to the July 1 shall be eligible to receive an increment on the following January 1. All others must spend a full calendar year in service before being eligible for the increment. An employee on leave of absence without pay, in order to be eligible for a consideration for a specific increment increase in salary must have worked a minimum of six (6) months in any calendar year. An employee who has received a promotion, or who has been upgraded to a higher job group after July 1 of any year, is eligible to be given consideration for an increment increase in salary as of January 1 of the following year.

Section 5: Longevity

Commencing January 1, 1996, all employees who have had nine (9) years (468 weeks) of service, not including leaves of absence without pay by the County, shall be granted an increase of $175 over and above their yearly pay. All employees who have had thirteen (13) years (676 weeks) of service, not including leaves of absence without pay by the County, shall be granted an increase of $275 over and above their yearly pay. All employees who have had nineteen (19) years (988 weeks) of service, not including leaves of absence without pay by the County, shall be granted an increase of $325 over and above their yearly pay. All employees who have had twenty-four (24) years (1,248 weeks) of service, not including leaves of absence without pay by the County, shall be granted an increase of $325 over and above their yearly pay. Said increase is to take effect on the anniversary date of completion of such nine, thirteen, nineteen, or twenty-four years, respectively. The above payments will result in a total longevity increase of $1,100 at the end of twenty-four (24) years.

Any employee with previous County service who has been rehired after January 1, 1970, shall not receive credit for such prior service for the purpose of this provision. The increments herein shall not be considered as part of the base pay of the employee.
All longevity is earned and paid on a pro-rated basis over twenty-six (26) pay periods during any particular calendar year.

Section 6: Permanent Position

Increments of provisional or temporary appointees shall be carried over when such appointees are given permanent appointment from an eligible list.

Section 7: Transfers

There shall be no immediate change in the salary rate of an employee who is transferred unless their salary is below the approved minimum of the new position. If an employee is transferred to a position in a class having a higher salary than the class from which they were transferred, such change shall be deemed a promotion and the previous provisions governing promotions shall apply. If an employee is transferred to a position in a class, the salary range of which has a maximum that is lower than the minimum of the class from which the employee was transferred, such change shall be deemed a demotion and the provisions governing demotions shall apply.

Section 8: Demotions

When an employee is demoted to a lower class position, they shall be paid at the rate which is within the approved range for the lower class position. The rate of pay shall be set by the Human Resources Committee and approved by the Niagara County Legislature.

Section 9: Allocation Downward

When an employee's position is reallocated to a lower class position, the employee shall be permitted to continue at their present rate of pay during the period of incumbency (except in the event of general service-wide reductions), but shall not be entitled to salary increase.

Section 10: Reinstated Employees

A reinstated employee shall be paid at a salary rate within the approved salary range for the position in which they are reinstated.

Section 11: Civil Service Law and Rules

The provisions of the Civil Service Law of the State of New York and the rules of the Niagara County Civil Service shall at all times apply.

Section 12: Compensation

Compensation shall be at the rate of time and one-half (1-1/2) the hourly rate over eight (8) hours per day or over forty (40) hours per week.
a. Employees whose supervisor requires them to work during an emergency situation and prohibits the employee from leaving the work site, shall be paid as follows:

If an employee works their regular eight (8) hour shift and works a second consecutive eight (8) hour shift, the employee shall be paid time and one half for all hours worked over eight (8) hours. If the employee works sixteen (16) consecutive hours and remains for a third consecutive shift, the employee shall be paid at double time for all hours worked over sixteen (16) hours. If the employee works twenty-four (24) consecutive hours, the employee shall be granted an unpaid rest period.

Section 13: Work on Holiday

Should an employee be required to work a holiday or on the day which the holiday is celebrated the employee shall receive:

a. Time and one half the hourly rate plus one (1) compensatory day (or H day).

OR

b. Double time and one half the hourly rate and no compensatory day (or H day).

c. The employee shall notify the supervisor in writing which option they desire prior to working the holiday.

d. If an employee works both the actual holiday and the day on which the holiday is celebrated, the employee shall only be paid for one (1) of those days as addressed above.

Section 14: Double Shift

Employees who work a double shift on a holiday will receive double time and one-half their hourly rate for the double shift.

No employee's regular work schedule will be changed to avoid the payment of overtime.

Section 15: Shift Differential

Employees who are regularly scheduled to work a shift commencing after the normal shift as defined in this Agreement and who begin work after 9:00 A.M., will receive an additional Thirty Cents ($ .30) per hour for all hours worked after 3:00 P.M. or Thirty-five cents ($ .35) per hour after 11:00 P.M., respectively.

Such shift bonus will be applied to all absences from the employee's regularly assigned shift except for extended periods of absence extending beyond twenty (20) consecutive working days of absence; each consecutive work day will be paid at the regular rate of pay for the first shift position.
Section 16: Working Higher Position

An employee requested by the Department Head or their immediate supervisor to work in a job or position which calls for a higher job group or job class for a period of five (5) days, then, on the (6th) day and thereafter, the said employee shall receive the higher rate of pay called for in that job or the various jobs while worked and being filled by that employee in full day increments. The five (5) days need not be consecutive, but are cumulative. The department head will keep a record of such work which shall be open to inspection by the employees.

Employees who have been previously certified to a position shall not be required to be re-certified each following year. Future certification will not require recertification except where required by law.

If an employee is temporarily appointed to any of the following job classifications, the employee so appointed shall receive the minimum hourly rate of pay for that classification (Step I) or shall be paid at the appropriate hourly rate (Step) which provides a minimum rate increase of at least thirty cents ($0.30) per hour.

- Asphalt Spray Operator
- Laundry Supervisor
- Groundskeeper II
- Groundskeeper III
- Road Maintenance Supervisor
- Traffic and Sign Supervisor
- Superintendent of Highway Maintenance
- Building and Grounds Supervisor - Mt. View

Section 17: Overtime

Overtime work during the calendar year shall be distributed as equally as possible among qualified employees within a department. The distribution of overtime shall be equalized as is reasonably possible over each one (1) month period beginning on the first calendar month following the effective date of this Agreement. In the County Highway Division, the equalization will be reset on April 30 each year.

a. On each occasion when overtime is necessary, the opportunity to work such overtime shall be offered to the qualified employee within a division who has the least number of overtime hours to their credit at that time. Should the employee refuse the assignment, the qualified employee with the next fewest number of overtime hours to their credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for overtime work. If an employee refuses overtime when asked, they shall be credited with the hours actually worked followed by the notation "R" or "REFUSED" provided they are not on vacation, sick leave or any excusable leave. Employees coming into a department by virtue of transfer, bid or new position shall be placed at the end of the overtime list and credited with the maximum number of overtime hours worked by the division.
In the event a telephone call for overtime is made and the call is answered by any type of phone answering machine or device, and no return call is made within ten (10) minutes, such shall be considered a refusal of such overtime work. In such event, the caller shall leave a detailed message stating the purpose of the call, the identity of the caller, the date and time called, and a reminder that the employee has ten (10) minutes to return the call.

b. A record of overtime hours worked by such employees shall be, posted every month (Highway every week).

c. For the purpose of this Article, a division should be defined as a unit within the department in which the employee is normally assigned.

d. If upon the complaint of an employee, it is determined that there has been a misassignment or an error in the distribution of overtime opportunities, such employee shall be assigned the next overtime opportunity in his classification, department and shift.

e. It is understood that nothing in this Section shall require payment for overtime hours not worked.

Section 18: Pay Bi-weekly

The salary and wages of employees shall be paid bi-weekly on Friday. In the event this day is a holiday, every effort will be made to make the preceding day the pay day.

Every effort will be made to pay the second and third shift personnel on the day previous to the first shift personnel.

Section 19: Pay Lag

It is the policy of Niagara County to hold back five (5) days pay (lag). The five (5) day pay held back for all employees will be paid at the time of separation from County service.

Section 20: Pager Pay

Those employees at Mount View Health Facility and the Water District who are required to carry paging devices during their off duty hours shall receive the following amounts per hour of said assigned time. Any hours worked for a callout by the employee on call will be subtracted from the hours paid for carrying the pager.

Mt. View Maintenance - $1.50
Water District Maintenance - $2.00
Section 21: Bucket Truck Premium

Employees of the Highway Department will receive an additional $1.00 per hour while assigned to the bucket truck.

Section 22: Recording of Times

The parties acknowledge that some departments utilize a mechanical means of recording times of arrival at and departure from work at the end of the day, as well as recording punches at lunch time. Management reserves its right to broaden its use of such mechanical means either in the said departments or into other departments.

ARTICLE XVIII

FRINGE BENEFITS

Section 1: Protective Clothing

The Union agrees to submit to the County, within thirty (30) days of the signing hereof, a list of protective clothing now used or requested to be used by employees and which the Union requests be supplied by the County. The Human Resources Committee of the County Legislature will study said list and in mutual cooperation with the Union, attempt to comply with the list.

Section 2: Temporary Disability

The County will attempt to give a temporarily disabled employee a suitable temporary-type job to enable said employee to work during their period of disability or convalescence, whenever possible.

Section 3: Tool Allowance

Effective January 1, 2000, the tool allowance for mechanics in the Highway and Parks departments shall be increased by the amount of fifty dollars ($50.00). Effective January 1, 2001, the tool allowance for mechanics in the Highway and Parks departments shall be increased by the additional amount of fifty dollars ($50.00) which amount shall then remain the same for the year 2002.

Section 4: Uniform Allowance – Mt. View Health Facility

Permanent employees shall be reimbursed for the amount of required clothing not provided by the County up to $100 per year. The following conditions will apply:

1. Payment is restricted to employees who are required to wear specific clothing and shoes (not safety shoes).
2. Employees are required to produce valid receipts for their clothing and shoe purchases up to a maximum of $100 per year, $50 per year for part-time employees.
3. All employees will be entitled to the clothing allowance after six (6) months of continuous service at Mt. View.

ARTICLE XIX

SAFETY

The County shall continue to make reasonable and necessary provisions for the safety and health of its employees during their hours of work. All employees covered by this Agreement shall cooperate in the implementation of all such reasonable and necessary safety and health provisions. It is recognized as being the mutual obligation of the County and the Union to assist in the elimination and prevention of unsafe and unhealthy working conditions and practices, and jointly to assist in the prevention of accidents.

Section 1: Safety Committee

At least one (1) member of the Union will be a member of the safety committees formed in any County department.

ARTICLE XX

DISTRIBUTION OF WORK

The County and the Union endorse the principles of equal pay for equal work and agree to cooperate in promoting this principle. It is agreed that equal distribution of work among employees in the same classification is desirable. In the human services departments, such as the County health facilities, management will make every effort to distribute work as evenly as possible within the same job classifications.

ARTICLE XXI

FEDERAL-STATE FUNDING

In the event a program or project is funded either by federal funds or state funds and such funds are eliminated or terminated by the funding agent, there shall be no liability on the part of the County to continue such programs or projects beyond the funding period.

In these cases, employees employed under such programs or projects may be eliminated or terminated by the County without consideration of the layoff and recall procedure except where it would be in violation of Civil Service Law.
ARTICLE XXII

SAVINGS CLAUSE

This agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties and no departure from any provision of this Agreement shall be construed as a continuous waiver of the right to enforce any provision.

This Agreement constitutes the entire agreement and any provisions heretofore made and provided which are not specifically covered herein which the County has knowledge of will be submitted to a Third Step meeting if violated.

ARTICLE XXIII

REQUIRED STATEMENT

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 XXIV

CLASSIFICATION/RECLASSIFICATION

Any employee alleging that they have experienced major changes and/or responsibilities, as a result of reorganization, a reassignment or change in job duties may appeal to a Union-Management Committee for a job audit. If not resolved, a grievance may be filed at Step 2.

ARTICLE XXV

HEALTH AND MEDICAL INSURANCE

Section 1: Definition

The County guarantees the provisions and benefit levels of the Niagara County Health Plan as provided on January 1, 1998. These provisions are a plan that succeeds and attempts to mirror the former Blue Cross Select 90/91 plan as it existed on December 31, 1994, said plan being no longer in existence. The provisions are specifically detailed in that Summary Plan Document (SPD). The indemnity health care provider is the Niagara County Health Care Plan administered by a designated third party administrator (TPA). The Niagara County Health
Care Plan shall provide hospitalization and medical-surgical coverage for all eligible employees and shall include:

Voluntary Second Surgical Opinion
Concurrent Utilization Review and Discharge Planning
Case Management: Medical, Alcohol, Drug, and Psychiatric
Medical Claims Review
Major Medical ($50.00 deductible: 1 person; $100.00 deductible - maximum)
Psychiatric Rider
Prescription-Drug with Contraceptives (Generic $1.00 co-pay; Name Brand $5.00 co-pay)
Chiropractic ($100 per calendar year)

There shall be established a Joint Committee to review the administration of the Health Insurance Program. A majority of that Committee shall be representatives of the unions participating in the Plan. The Committee shall have the power to cause a change in the administration of the Program. If the County wishes to cause a change in the Third Party Administrator (TPA) of the Program, it shall give the Committee ninety (90) days notice. The Joint Committee shall participate in the development of standards and specifications for any bid or quote used to select a new Third Party Administrator. Individual unions and/or the Committee may recommend other third party administrators to be considered. In no event shall the Health Insurance Program be administered by an administrator that does not meet New York State Insurance Department standards for such administration and cannot provide stop-loss insurance coverage. The Joint Committee shall participate in the evaluation of bids or quotes received. The Joint Committee shall make its recommendations to the County for a new administrator, and rank other administrators who bid. The selection of a third party administrator by the County shall be based on all available information and shall be in the best interest of the participants in the Plan.

Section 2: Eligibility

All employees covered by this Agreement have the option of participating in the Niagara County Health Plan or any of the health maintenance organizations listed below:

- Independent Health - Gold
- Univera - Premier
- Community Blue I
- GHI - Alliance Select

The County agrees to pay an amount equal to the amount the County pays for the Niagara County Health Plan. In the event that alternative coverage provided for above exceeds the cost of the Niagara County Health Plan, any excess cost shall be paid by the employer.
Section 3: Employee Contribution

All eligible employees hired after January 1, 1993, shall be required to pay ten per cent (10%) of the cost of their monthly health care premiums for the length of their County employment. The cost of the Niagara County Health Care Plan shall be the rates established by the independent audit performed annually for the County based on the prior year's actual cost.

All eligible employees hired prior to January 1, 1993, who still would be required to pay a portion of their health care premiums (up to the sixth year of service with the County) will have the following irrevocable option, either:

OPTION 1 - If the employee chooses health insurance under this option, the employee must pay fifty (50%) percent per month (unless they are presently within the first six months of employment in which case they are required to pay one hundred percent (100%) per month for the first six months, and then fall into the fifty percent (50%) per month category) of the cost of the health insurance from the time the employee commences coverage through the first five years of County employment;

-or-

OPTION 2 - If the employee chooses health insurance under this option, the employee must pay ten percent (10%) per month of the cost of the health insurance for the entire length of their County employment.

However, should the employee NOT chose either option, then commencing on the date of the employee's (in this category) Sixth (6th) Year of County Service and each year thereafter, the County agrees to pay one hundred percent (100%) of the cost of the health insurance program under the primary carrier.

Section 4: Health Insurance Waiver

A maximum waiver benefit (see Appendix A-(Health Insurance Waiver Agreement) consisting of $350 for a full year waiver of single coverage, or $750 for a full year waiver of family coverage shall be extended to active members of the bargaining unit who are eligible for coverage provided by the County subject to the following:

1. Waiver amounts shall be determined by applying the County's contribution rate for that employee to the appropriate maximum waiver amount noted above.
2. Payments shall be made in two (2) equal installments in June and December following each six (6) months of waived insurance.
3. To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application.
4. Re-entry shall be governed by the rules of the health insurance plan(s) provided for in this Agreement. Where an employee has opted out of the County's health insurance plan and health insurance coverage from another source becomes unavailable because of the death of a spouse, divorce, layoff, plant closing or other such reason beyond
control, the employee and his/her dependents will be eligible to be reinstated in the County's health insurance plan. Written notice must be provided to the Insurance Risk Manager by the employee within thirty (30) days of the event which qualifies such employee for re-entry into the plan. Thereafter, re-entry into the employer's plan shall be accomplished as soon as possible.

5. Ban on duplicate enrollments and health waiver stipend:

   a. Ban when both spouses are employed by the County - If both spouses are employed by the County, the County will pay for only one (1) family plan, or if the carrier permits, two (2) single plans where appropriate and, in no event, will the waiver be paid to either party.

Section 5: Retirees

Current employees shall be eligible for group coverage upon retirement from continuous full-time service as follows:

<table>
<thead>
<tr>
<th>County Service</th>
<th>Employee Share</th>
<th>County Share</th>
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</thead>
<tbody>
<tr>
<td>Less than 10 years of service</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>10 years, but less than 15 years</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>15 years, but less than 20 years</td>
<td>25%</td>
<td>75%</td>
</tr>
<tr>
<td>20 years or over</td>
<td>0%</td>
<td>100%</td>
</tr>
</tbody>
</table>

1. Retirement shall be defined as retirement under the New York State Retirement System.
2. When the retiree dies, the above contract ceases.
3. The County shall provide the 1/60th plan retroactive to 1938. Commencing April 1, 1971, the County shall adopt Plan 75-G, with its Riders 41-J and 60-B.
4. Employees retiring from County service shall be entitled to receive a payment of one (1) days pay for each four (4) full, unused accumulated sick days the employee has at the time of retirement.
5. When an active employee and/or their spouse turns sixty-five (65) years of age, they must choose between Medicare and their current health care coverage as their primary health insurance. The County will no longer pay for monthly Medicare payments Part B for active County employees over 65 years of age at the same percentage as listed above.
6. The County shall pay the cost of Monthly Medicare Part B payment for County retirees over sixty-five (65) years of age at the same percentage rate as listed above.
7. Health insurance coverage for employees retiring on or after January 1, 1990 shall be the current Niagara County Health Care Plan. It is required that as an on-going condition of eligibility for medical insurance through the Niagara County Health Care Plan that a retired employee and/or surviving spouse of a retired employee must apply for and maintain Medicare Part A and Medicare Part B coverage, if eligible. Anyone currently having an exception to this policy will be grandfathered into whatever terms currently apply. Niagara County retirees, but not their spouses, will be reimbursed biannually for Medicare Part B premiums.
Section 6: Dispute Adjudication Committee

A Dispute Adjudication Committee composed of one (1) representative selected by the County at its expense, one (1) representative selected by the Union at its expense, and one (1) neutral selected by both representatives with any expense shared equally by the County and the Union, will address employee claim disputes. The employer and union agree that the following procedure will be used by participating employees in instances where a processed claim is disputed or questions of duplicate coverage arise, limited to the following:

1. That the dollar amount paid on the claim by the Program is not in conformance with established fee schedule, diagnostic related groups (DRG's), network established fees and/or usual and customary charges.
2. That the rejection of the claim by the Program as a non-covered service is incorrect.

Section 7: Dispute Resolution

The Dispute Adjudication Procedure is as follows:

1. Notice of a disputed claim or duplicate claim denial must be made within thirty (30) working days from the date the participating employee receives processed claim by submitting a claim dispute form to the Risk Management Department. Within twenty (20) working days, the Risk Management Department shall review the claim and render its written response to the employee.
2. In the event the dispute remains unresolved, the employee must submit the notice of appeal form enclosed with the response to the Risk Management Department within twenty (20) working days from the date the employee received the response from Risk Management.
3. The Dispute Adjudication Committee shall meet monthly or at other times as may be determined appropriate by the Committee to review and render a final, written decision of claim appeals made under (2) above, within ten (10) working days from the date of review. The Committee shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of the Program, this Article, or any amendment or supplement thereto.

Section 8: Flexible Spending Account

Effective upon the ratification of this Agreement or as soon thereafter as reasonably practicable, the County will deposit into a flexible spending account, the sum of One Hundred Dollars ($100.00) per full-time employee to be used by the employee and/or his/her family, for only optical and/or dental care. Effective January 1, 2001, the amount per full-time employee shall be increased by Fifty Dollars ($50.00). Effective January 1, 2002, the amount per full-time employee shall be increased by an additional Fifty Dollars ($50.00). If any of the money in the employee's account is unused at the end of each calendar year, the amount will revert to the County.
ARTICLE XXVI

DEFERRED COMPENSATION PLAN

Any and all members of the bargaining unit may avail him or herself of the existing Deferred Compensation Plan currently in effect. Said plan is to be administered by a third-party administrator. Niagara County agrees to make any and all adjustments to payroll to allow participation of bargaining unit members in the available plan.

ARTICLE XXVII

NIAGARA COUNTY CODE OF ETHICS

The Union is aware of the existence of a revised Code of Ethics of Niagara County. This awareness, however, is not to be construed as a waiver of individual or union rights pursuant to this Agreement and/or any applicable statute.

ARTICLE XXVIII

REASONABLE SUSPICION DRUG AND/OR ALCOHOL TESTING POLICY

ALCOHOL AND DRUG TESTING REQUIREMENTS

In accordance with this Agreement, all employees covered by this bargaining unit are now subject only to reasonable suspicion testing for drugs and alcohol. The drugs that will be subject to this testing are marijuana, cocaine, amphetamines, opiates (including heroin) and phencyclidine (PCP).

Testing will only be ordered if a trained Department Head has reasonable suspicion that an employee has engaged in prohibited use of drugs and/or alcohol.

Employee's drug and alcohol test results and record will be maintained under strict confidentiality by Niagara County, the drug testing laboratory, the alcohol testing facility, and the medical review officer. The results cannot be released to any party except a substance abuse professional without the written consent of the employee. Statistical records and reports will be maintained by Niagara County and the alcohol and drug testing provider. Records concerning an employee's treatment for alcoholism, or drug related problems shall remain separate from other personnel files.

Refusing to submit to an alcohol or illegal drug test may result in disciplinary action. Any violation of this Agreement by a covered employee may be grounds for disciplinary action in a progressive manner.
No employee shall use, distribute, dispense, possess or manufacture any illegal drugs on a job site or County property, while on duty or while in a County owned vehicle, a vehicle leased for County business, or a privately owned vehicle being used for County business during the employee's work hours.

The Director of Human Resources or his designee shall arrange for training of all department heads who may be utilized to determine "reasonable suspicion".

DEPARTMENT HEAD RESPONSIBILITIES

Department Heads are responsible for participating in a certified training program approved by the EAP Administrator to include the following:

1. Department Heads are responsible for determining, through direct observation, whether an employee is capable of performing his/her assigned duties. Symptoms of being under the influence of alcohol and/or drugs include incoherent or belligerent speech, smell of alcohol, difficulty working, or erratic or unusual behavior uncommon to the employee, will constitute reasonable suspicion. The Director of Human Resources shall ensure that all employees covered by this Agreement receive a copy of this County policy and educational materials that explain the requirements of the drug and alcohol testing procedures prior to the start of alcohol and illegal substance testing. Union Representatives shall also be notified of the distribution of this information.

2. Employees who are suspected of being unfit for duty as a result of alcohol or drug use may be directed for reasonable suspicion based drug and/or alcohol testing.

3. Employees who are suspected of being unfit for duty may not remain at the workplace. Such incidents and situations as described in 1 should be witnessed and documented, in writing, immediately. Clearly, an employee who is impaired should not be allowed to drive home from the workplace. (SEE 4 below for further direction).

4. After reasonable suspicion testing issues have been resolved, the employee may arrange transportation home with a family member, a friend, or in a taxi at the employee's expense. If all other alternatives are exhausted, a Department Head may allow an employee to be driven home in a County vehicle.

5. The fact that an employee, allegedly under the influence of alcohol or drugs, was not allowed to remain at work is not considered a disciplinary suspension. The employee will be paid for the day in full without charge to accruals. After removal is achieved, the Department Head will review whether disciplinary charges and suspension or other administrative actions are appropriate. Each situation will be evaluated on a case-by-case basis.

COUNTY RESPONSIBILITIES

It is the Policy of Niagara County that:
1. A drug and alcohol free workplace be maintained through the efforts and personal examples of management.

2. All employees and Department Heads understand its drug-free workplace policies and drug and alcohol testing procedures. Niagara County will also train Department Heads in how to recognize behavior that indicates reasonable suspicion for requesting drug and/or alcohol tests.

3. The County or its agents will not harass its employees with regard to this Policy. Copies of any documentation relating to this Policy will be made available to the Union upon the written request of the employee affected.

GENERAL PROVISIONS

Testing will be performed by an outside agency, in order that impartiality and confidentiality are ensured. Both the drug and alcohol tests will be conducted by certified professionals. In either instance, confirmation tests will be conducted should the initial test prove positive. In the case of alcohol testing, all testing shall be done by breathalyzer, and/or blood test. In the case of the drug test, all testing shall be done by urinalysis. Specimen collection may be observed if the testing agency deems it necessary, and all specimens will be separated into two (2) samples. If the initial sample is positive, then the employee has the right to request that the split sample be tested at a laboratory of his/her choosing, within 72 hours of being notified by the Medical Review Officer, at the employee's expense. However, if the results of the second test show the initial test results to be a false positive, the County will assume the cost of the second test and the employee will be reimbursed for any work time lost based on action taken on the first sample results. The County shall pay all costs associated with the administration of the alcohol tests.

All time spent administering testing, including travel time, will be paid at the employee's regular rate of pay, or at their overtime rate, if applicable. Employees will be on payroll up to the time that a positive test has occurred.

POSITIVE TEST RESULTS

If the employee tests positive, he/she will be provided with information available for an Employee Assistance Program.

For a first occasion, in lieu of discipline, an employee who tests positive under this Policy may volunteer to submit to an evaluation through EAP which will screen the employee and may make a determination if treatment will be necessary. If additional treatment is necessary, periodic reports on the employee's progress and/or compliance will be made to the County. Failure by the employee to comply with the rehabilitation program could result in disciplinary action.

Positive test results for an employee shall be defined as refusal to take a drug or alcohol test, refusal to give a sample, or positive test results as determined by testing and
confirmation. The following lists the consequential actions concomitant with positive test results:

**POSITIVE TEST**

**ALCOHOL (CONCENTRATION OF .08 OR GREATER)**

a. First Instance: Voluntary EAP  
b. Second Instance: Written Reprimand and Mandatory EAP  
c. Third Instance: Thirty (30) Day Suspension and Mandatory EAP  
d. Fourth Instance: Termination (within two years of the third)

**POSITIVE TEST - DRUGS (MARIJUANA, COCAINE, AMPHETAMINES, OPIATES - INCLUDING HEROIN, PHENCYCLIDINE - PCP)**

a. First Instance: Mandatory EAP  
b. Second Instance: Thirty (30) days suspension and mandatory EAP  
c. Third Instance: Termination (within two years of the second)

Accruals – An employee who is absent from work as a result of a positive test or as a result of his or her undergoing treatment in an EAP sponsored rehabilitation program will be allowed to use any leave time pursuant to this Agreement, in accordance with the regulations and restrictions contained herein.

Nothing in this policy is to be construed as a denial of rights guaranteed by this Agreement except those of this Policy which supersede state or federal law. Any discipline that may result from a violation of the alcohol and drug policies shall be subject to the Discipline and Discharge provisions of this Agreement.

The Union President shall be immediately provided a complete listing of all bargaining unit members who are tested. The Union may thereafter review any negative reasonable suspicion testing. Such review shall be through the Agreement’s grievance and arbitration procedures. Each such question should be initiated by the Union directly at Step 3. Should an arbitrator ultimately determine that there was bad faith on the part of the Department Head who initiated the reasonable suspicion test, or that he/she otherwise acted in an arbitrary or capricious manner, the arbitrator may award the employee involved up to one days pay at his/her regular straight time rate, and any other penalty deemed appropriate by the arbitrator.

**IN SUMMARY**

Niagara County agrees that it shall not unilaterally act to change the terms or procedures encompassed within this policy.
IN WITNESS WHEREOF, the parties to this Agreement their hands this 25th day of October, 2000.

[Signatures]
Chairman, Niagara County Legislature

Director of Human Resources

President - AFSCME Local 182

Area Representative, AFSCME Council 66

APPROVED AS TO FORM;

Niagara County Attorney

[Signature]
HEALTH INSURANCE WAIVER AGREEMENT

(a) Waiver

I, ______________________, an employee of Niagara County ("County"), do hereby agree to waive my right to Health Insurance under the terms of the Collective Bargaining Agreement between the County and the Union. I certify that I am currently covered by adequate health insurance through my spouse, other family member, or as a result of other employment. In exchange for waiving my right to such coverage for the entire year, the County will pay, directly to me, the appropriate amount, noted below, pursuant to Article 25 for waiver of the individual or family plan. Prorated payments will be made pursuant to the schedule outlined below.

(b) Reinstatement of Health Insurance Coverage

I understand that I may elect, at any time during the year, to reinstate my right to health insurance coverage. Such coverage will then be provided as soon as possible following receipt of written notification by the County. Lastly, I understand that my election to waive health insurance coverage, followed by an election to reinstate such coverage is limited to once per year.

(c) Calculation of Waiver Benefit

The maximum waiver sum received by any employee shall be determined by taking the percentage contributed by the County for like employees toward the Basic Plan Premium (Article 25) and applying that percentage to the maximum waiver amount listed in Article 25. (Example: County contributes 75% toward the Basic Plan for family coverage for an employee -- maximum waiver is 75% of $750, or $562.50.

(d) Prorated Waiver Payments

(1) Waiver for Full Year - If I drop health insurance coverage by December 21st and do not reinstate it for the entire calendar year following, I will receive 50% of my waiver sum in June, and the remaining 50% the following December.

(2) Waiver for Less Than Full Year - Upon dropping my County paid health care coverage, I will be eligible to receive the appropriate monthly waiver amount beginning the next health care billing period.
Eligible for reimbursement? Y N

Date of Eligibility _______ 52 wks. 52 wks.

Hrs per day _______ A. Prorated % by Hrs ____%

#Mos. left in this year _______ divided by 12

B. Proration % by Mos. _______ %

C. Final Proration % = (A.) x (B.)

D. Amount Due: $___________
Employees currently in the County's health insurance plan who wish to opt out of the plan must do so at least 30 days prior to the first day of the open period of the plan. The current plan provides for a January open period and requires employees to give notice and waiver to the Insurance Risk Manager prior to December 1st of any contract year.

The notice must be submitted on the Health Insurance Waiver form, a copy of which is included in this agreement.

In return for opting out, the unit member shall receive payments following each six months as a non-participating employee in the County's health insurance plan.

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<td>2nd payment</td>
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<td>$175</td>
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To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application.

Re-entry shall be governed by the rules of the health insurance plan(s) provided for in this agreement. Where an employee has opted out of the County's health insurance plan and health insurance coverage from another source becomes unavailable because of the death of a spouse, divorce, layoff, plant closing, or other such reason beyond the control, the employee and his/her dependents will be eligible to be reinstated in the County's health insurance plan. Written notice must be provided to the Insurance Risk Manager by the employee within 30 days of the event which qualifies such employee for re-entry into the plan. Thereafter, re-entry into the employer's plan shall be accomplished as soon as possible.
HEALTH INSURANCE WAIVER

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

I hereby for myself, my heirs, executors, and administrators, waive my rights to County-provided health insurance coverage pursuant to the collective bargaining agreement(s) between Niagara County and the AFSCME LOCAL #182.

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

I release any and all rights and claims I may have against Niagara County and/or the AFSCME LOCAL #182, and their respective representatives as a result of my waiver of health insurance coverage to which I was previously entitled.

I understand that once this withdrawal of health insurance coverage is in effect, I may not re-enter any County-provided insurance plan until the next open period occurs, except as may otherwise be provided in the collective bargaining agreement(s).

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

__________________________________________ Date
Employee Signature

__________________________________________ Date
AFSCME LOCAL #182
Representative Signature

__________________________________________ Date
Niagara County Signature
## APPENDIX B

### 1999 – AFSCME HOURLY RATES – 4% INCREASE

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## APPENDIX C

January 1, 2000–June 06, 2000 AFSCME HOURLY RATES – 4% INCREASE

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**June 07, 2000 - December 31, 2000 – AFSCME HOURLY RATES – 4% INCREASE**

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2002 - AFSCME HOURLY RATES - 4% INCREASE

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<td>45-582</td>
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<td>47-592</td>
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73
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<td>WATER MAINTENANCE</td>
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APPENDIX G

The following is a list by Department, of bargaining unit positions by job title, of those titles which shall continue to receive a paid twenty (20) minute lunch, as per the language in Article XIII – Section 1, for the duration of this Agreement. Also listed is the number of such titles in the respective departments, that were staffed at the time of ratification of this Agreement.

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr. Safety &amp; Security Coordinator</td>
<td>1</td>
</tr>
<tr>
<td>Security Equipment Technician</td>
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</tr>
<tr>
<td>Watchperson</td>
<td>5</td>
</tr>
<tr>
<td>General Mechanic</td>
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<tr>
<td>Building Maintenance</td>
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</tr>
<tr>
<td>Building Maintenance Person</td>
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</tr>
<tr>
<td>Mason</td>
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<tr>
<td>Groundskeeper III</td>
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<tr>
<td>Groundskeeper</td>
<td>8</td>
</tr>
<tr>
<td>Head Cleaner II</td>
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<td>Cleaner</td>
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<tr>
<td>Electrician</td>
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<tr>
<td>General Repairperson II</td>
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DEPARTMENT: Parks

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<td>Groundskeeper II</td>
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<tr>
<td>Groundskeeper III</td>
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<td>Groundskeeper IV</td>
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<td>Greenskeeper</td>
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DEPARTMENT: Refuse Disposal

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<tr>
<td>Heavy Equipment Operator II</td>
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</tr>
<tr>
<td>Heavy Equipment Operator</td>
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</tr>
<tr>
<td>Landfill Attendant</td>
<td>1</td>
</tr>
<tr>
<td>DEPARTMENT: Mount View Healthcare Facility</td>
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<tr>
<td>------------------------------------------</td>
<td>--</td>
</tr>
<tr>
<td>Building Maintenance Person</td>
<td>1</td>
</tr>
<tr>
<td>Certified Nurses Aide (third shift)</td>
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</table>

<table>
<thead>
<tr>
<th>DEPARTMENT: Sheriff's Department</th>
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</thead>
<tbody>
<tr>
<td>Building Attendant</td>
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<tr>
<td>Building Maintenance Person</td>
<td>1</td>
</tr>
<tr>
<td>Building Maintenance Mechanic</td>
<td>1</td>
</tr>
<tr>
<td>General Repairperson II</td>
<td>2</td>
</tr>
<tr>
<td>Cleaner</td>
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</tr>
<tr>
<td>Cook</td>
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</tr>
<tr>
<td>Head Cook</td>
<td>1</td>
</tr>
<tr>
<td>Laundry Worker</td>
<td>2</td>
</tr>
<tr>
<td>Groundskeeper/Maintenance</td>
<td>1</td>
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