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AGREEMENT

between the

NIAGARA COUNTY PROBATION OFFICERS ASSOCIATION

and

THE COUNTY OF NIAGARA, NEW YORK

1/1/1998 - 12/31/2000
AGREEMENT between the NIAGARA COUNTY PROBATION OFFICERS ASSOCIATION and the COUNTY of NIAGARA

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THIS AGREEMENT, entered into by and between the County of Niagara, New York, hereinafter referred to as the “Employer” and the Niagara County Probation Officers Association, hereinafter referred to as the “Association.”

PURPOSE AND INTENT

WHEREAS, it is the intent and purpose of the parties to set forth the terms and conditions of employment to be observed between the parties hereto.

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and, therefore, agree that negotiations will not be opened on any item, whether contained in this Agreement or not, during the life of this Agreement.

It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of the law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

RECOGNITION

The Niagara County Probation Officers’ Association, hereinafter referred to as the “Association,” is recognized by the County of Niagara, hereinafter referred to as “Employer,” for purposes of collective negotiations, pursuant to the New York Public Employees Fair Employment Law, as the exclusive agent for the full time professional employees of the Niagara County Probation Department.

ARTICLE II

RIGHTS OF EMPLOYER/MANAGEMENT RIGHTS

Except as expressly limited by the other provisions of this Agreement, all of the authority, rights, and responsibility possessed by the Director is retained by him, including, but not limited to: the right to determine the mission, purpose, objective, and policies of the Department, to determine the facilities, method, means, and number of personnel required to conduct the County programs; to direct, deploy, and utilize the work force; to allocate and reallocate new or existing employees in accordance with the law; and the provisions of this Agreement, including the Division of Probation Rules and Regulations, State of New York.

The scheduling of work, the control and regulations of the use of all equipment and properties are the exclusive function of the County.
ARTICLE III

DURATION

The provisions of this Agreement shall be effective for the year beginning January 1, 1998 through December 31, 2000.

Either party may submit a request for negotiations on or before September 1, 2000, and the parties shall meet no later than October 1, 2000 to commence a Negotiation Agenda.

ARTICLE IV

WORK HOURS

SECTION 1: WORKING HOURS

a. Normal work hours shall be Monday through Friday from 8:00 A.M. to 5:00 P.M., with one (1) hour for lunch break. However, the employee shall have the option to work 8:00 am to 4:30, or 8:30 am to 5:00 pm with a half hour lunch break on a pre approved basis.

b. With the approval of the Director, employees will be eligible to work flex-time. Employees shall not be required to work flex-time.

c. Flex hours may exceed the eight (8) hour work day, however, normal work hours remain at forty (40) hours per week. The use of flex-time does not alter the current one (1) hour or one half (1/2) hour lunch break policy. Flex hours worked outside of the above normal scheduled work hours of 8 am to 5 pm will be offset by scheduled time off taken during that calendar week, between 8 am to 5 pm.

SECTION 2: ATTENDANCE

Daily time records shall be maintained by the department head which will indicate the actual hours worked by each employee. Sick days, personal days, vacation periods and compensatory time shall be posted on a monthly basis.

Penalties for unexcused tardiness may be imposed by the department head in conformance with established rules of the department and in conformance with disciplinary rules of Niagara County or the State Civil Service Law.

SECTION 3: TIME OFF FOR UNION BUSINESS

The Union Officers may be authorized to take up to a total of ten (10) working days for attending State-wide Union Conferences. Any request for release time shall not be unreasonably denied. Any day taken under this provision shall be without pay. Such time shall not be considered as lost time or a break in service. Reasonable notice of requests for release time shall be given to each department head of the employee involved.
ARTICLE V

DISCHARGE AND DISCIPLINE

Discharge and discipline shall be governed by the New York State Civil Service Law, Sections 75 and 76. The Union President shall be notified promptly of such discharge and/or discipline.

ARTICLE VI

LEAVES AND ABSENCES

All absence (including tardiness) in any department must be noted for use in relation to the individual record and must be charged against the proper time credit reserves as indicated below.

SECTION 1: SICK LEAVE - GENERALLY

Employees shall be allowed to earn sick leave credits at the rate of one (1) work day per calendar month of service and shall become cumulative up to a maximum of 200 days. After this maximum is reached no more sick days may be earned by the employee, except to the extent of restoring credits subsequently drawn for sick leave and thereby building up accruals to the maximum days.

Employees with less than fifty (50) days accrued sick leave will be allowed to convert up to five (5) days of accrued vacation time to sick leave time per calendar year. Conversion will be in full day increments and will be requested in writing by December 1 of the preceding year.

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

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 and one hour after the beginning of the employee's shift.

Proof of Illness: In order to qualify for sick leave, proof of disability may be requested by the department head to be provided by the employee satisfactory to the department head. Presentation of a physician’s certificate in the prescribed form may be waived for absence up to one (1) week. Such certificate is mandatory for absence over one (1) week and, in protracted disability, should be presented to the department head at the end of each month of continued absence. Proper sick leave use: It is appropriate for an employee to use accumulated sick leave credits to stay home or in a hospital or in a health care facility to recover from an illness, injury, disease, operation or childbirth.

Sick leave credits are not intended for use as vacation days or personal days.
An employee may be allowed to use his/her accumulated sick leave for the illness of a spouse or child or for the illness of a parent residing in the household of the employee.

Leave for medical or dental visits may be taken by the employee in increments of one (1) hour. Such visits shall be charged against the employee's accrued sick leave credits.

Abuse of sick leave privileges shall be cause of disciplinary action. If any evidence of sick leave abuse exists under this Article, the employee's immediate supervisor and/or department head shall hold a meeting with the employee to try to resolve the situation.

Employees will not accumulate sick or vacation credits until he/she has completed ninety (90) days of continuous employment with the County. Once the new employee has completed this ninety (90) day period, he/she shall be given proper credit for sick leave and vacation earned during this ninety (90) day period.

**SICK LEAVE - INCENTIVE**

Any employee who has accumulated the maximum 200 days of sick leave can, at his/her option, receive payment for sick time earned in excess of the 200 days with the following conditions:

(a) On December first of each year employees who have accumulated said 200 days during that calendar year may convert any excess sick time hours earned during the year to cash at the rate of one days pay for two accumulated sick leave credits.
(b) Payment will be made on the first payroll of December of each calendar year.
(c) Maximum payment will be six (6) days pay for any calendar year.
(d) Any employee off during the year on Workers Compensation as defined in Section 2 of this Article cannot partake in this incentive plan.

**SICK LEAVE - EXTENSION**

Permanent employees who have served continuously for three (3) years will be granted sick leave at one-half (½) pay for a period of up to three (3) months, and only after all accumulated sick leave credits, vacation credits and compensatory credits have been used.

Such requests for sick leave extension must include a document prepared by a physician of the employee's choice which certifies as to the employee's disability. A physician's statement will be required at the completion of each thirty (30) day period which certifies as to the employee's continued disability.

The County shall have the right to have the employee examined by their physician if it deems necessary.

Sick leave at half pay beyond a three (3) month period requires the approval of the Human Resources Committee.

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 Human Resources
Director has obtained prior approval for such extension from the Niagara County Civil Service Commission.

An employee shall make his formal request for one-half (½) pay sick leave directly to the Human Resources Director along with a certificate from his/her personal doctor. A copy of same must be submitted to the Department Director.

The Human Resources Director shall then notify the Department Director and the employee in writing of the approval or disapproval of the request.

SECTION 2: LEAVE DUE TO INJURY OR DISEASE INCURRED IN THE PERFORMANCE OF DUTY

Any officer or employee who is necessarily absent from duty because of occupational injury or disease, as defined by the Workers Compensation Law, may, pending adjudication of their case and while the disability renders the employee unable to perform the duties of his/her 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, such officer or employee may be placed on leave without pay for a further period not to exceed twelve (12) months. When such officer or employee has been awarded compensation by the Workers Compensation Board for the period of his/her 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 officer or employee shall be re-credited with that proportion of earned credits consumed during the period of their absence, which the amount of the Workers 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 received during the period that sick leave and other time credits were consumed.

SECTION 3: LEAVE FOR DEATH IN FAMILY

A leave of absence with pay shall be granted to an employee who is necessarily absent from duty because of the death of an immediate member of his/her 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 and mother-in-law or any person occupying the position of a parent of the employee or of his/her spouse. Duration of time shall not exceed four (4) consecutive work days from the date of occurrence. The funeral must be attended in order to receive full pay for such absence.

SECTION 4: LEAVE FOR SERVICE IN EXEMPT, NON-COMPETITIVE, FLAHERTY CLASS OR UNCLASSIFIED SERVICE

An 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 or Flaherty Class 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 Civil Service Commission, be renewed for such person to return to his/her position in the competitive class between successive leaves, providing, however, that no such leave of absence without pay shall extend beyond four (4) years from the date such officer or employee left his/her 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 reinstatements shall be governed by the rules adopted from time to time by the Niagara County Civil Service Commission.

SECTION 5: LEAVE FOR TIME OFF FOR STUDY OR EXAMINATIONS, OR OTHER EDUCATIONAL PURPOSES

An employee having served continuously for at least five (5) years may be eligible for an absence. Full-time leave for study or examinations without pay, part pay, or full-time pay may be granted in special cases and is determined based on the individual factors affecting the request. Approval shall be within the discretion of the department head and the Personnel Director.

Staff members 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-working hours.
(c) The work of the office 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.

SECTION 6: LEAVES REQUIRED BY LAW

Heads of departments shall grant any leave of absence with pay required by Law.

SECTION 7: LEAVES FOR OTHER REASONS

Leaves of absence without pay for reasons not covered in the foregoing rules may be granted under the provisions of Niagara County Civil Service 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 approval of the Niagara County Civil Service Commission.

The provisions of the Civil Service Law of the State of New York and the Rules of the Niagara County Civil Service Commission shall at all times apply.
MEMORANDUM OF AGREEMENT
BETWEEN
NIAGARA COUNTY AND THE
NIAGARA COUNTY PROBATION OFFICERS ASSOCIATION

In order to resolve an overtime issue not addressed in the recently completed contract negotiations, Niagara County and the Niagara County Probation Officers Association agree to the following:

(I) Article VII: Holidays - Section 2: Work on a Holiday should read:

Should an employee be required to work on a holiday or on the day on which the holiday is celebrated, the employee shall earn flex hours at the rate of one and one-half times the normal rate of accrual for one and only one of these days, but, in no event, shall the employee who works on the actual holiday and on the day in which the holiday is celebrated be allowed to earn flex hours at the rate of one and one-half times the normal rate of accrual for both days.

Albert T. Joseph, Director
Human Resources

Anthony Mauro
Association President

Robert L. Schuman
Labor Relations Manager

Paul Sikora
Assistant County Attorney
SECTION 8: MILITARY LEAVE AND MATERNITY LEAVE

Shall be granted according to the laws of the State of New York and the United States.

ARTICLE VII

HOLIDAYS

SECTION 1: OBSERVATION

The following are legal holidays and will be observed in all departments. If any of the following holidays fall on a Sunday, the next day thereafter shall be observed. If any of the following holidays fall on a Saturday, they shall be observed the previous Friday:

- New Year’s Day
- Martin Luther King Jr. Day
- Washington’s Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

To be entitled to holiday pay, the employee must work their regularly scheduled work day before and regularly scheduled work day after the holiday, except where such absence was authorized.

SECTION 2: WORK ON HOLIDAY

Should an employee be required to work on a holiday or on the day on which the holiday is celebrated, the employee shall earn flex hours at the rate of one and one-half times the normal rate of accrual for one and only one of these days, but, in no event, shall the employee who works on the actual holiday and on the day in which the holiday is celebrated, be allowed to earn flex hours at the rate of one and one and one-half times the normal rate of accrual for both days.

SECTION 3 - FLOATING HOLIDAY

Effective January 1, 1998, all employees shall receive a floating holiday which shall be scheduled subject to the provisions of Article VIII, REGULAR VACATIONS. Employees will be granted the floating holiday after completion of 90 calendar days of full time service in the department. In the event that other county bargaining units relinquish the floating holiday; immediate impact negotiations will commence regarding this item.
ARTICLE VIII

REGULAR VACATIONS

All employees will be granted annual vacations with pay as per the following schedule. Continuous service shall be necessary.

SECTION 1: SCHEDULE

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<td>23 days</td>
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SECTION 2: EARNED

All vacations must be earned and earned vacations may be taken by the employee at the time convenient to the department with the approval of the department head.

SECTION 3: CARRYOVER

An employee will be allowed to carry no more than five (5) days vacation into the following year. The employee must notify the Director of said carry over, in writing, by December 1st of the previous year. Scheduling of carry over vacation days will be according to Sec. 2 of this Article.

SECTION 4: TRANSFER

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

SECTION 5: LEAVE

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 sick leave with one-half pay.

SECTION 6: SEPARATION

Upon separation from County service, any unused vacation credits shall be paid for at the current salary of the position.
SECTION 7: RESIGNATION

When an employee leaves County service during the course of the year as a result of resignation, retirement or death, he/she shall be paid for his/her full vacation entitlement plus a pro-rated amount for each month or portion of the month worked. Pro-ration after the first year of employment, and up to the fifth year shall be at the rate of one (1) day per month worked plus one (1) additional day if employment ends after June 30th. Employees who have not completed one (1) full year of County service at the time of their resignation or discharge, shall not be entitled to paid vacation credits at the time of separation from County service.

Employees discharged shall receive no vacation credit for the year in which the discharge takes place but shall be entitled to vacation credit earned the previous year and not yet taken.

ARTICLE IX

COMPENSATION/LONGEVITY PAYMENTS

SECTION 1:

All existing and future longevity increments will be reflected in steps 10, 14, 20 and 25 of the salary schedule. These amounts were calculated as follows:

- Upon completion of ten continuous paid years $400.00
- Upon completion of fourteen continuous paid years $400.00
- Upon completion of twenty continuous paid years $400.00
- Upon completion of twenty-five continuous paid years $200.00

Employees shall receive only the step amounts of 10, 14, 20, and 25, of the salary schedule and not the above amounts.

An employee shall be advanced to his/her longevity step of the pay schedule for his/her class on his/her anniversary date following the completion of the years of continuous satisfactory service with Niagara County.

ARTICLE X

ANNUAL INCREMENTS

SECTION 1: SCHEDULE

Except for steps 10, 14, 20, 25, which are payable on the appropriate 10th, 14th, 20th and 25th anniversary date, annual increases in salary are not mandatory but each employee shall be entitled to one (1) increment, up to the maximum for the position, provided that the increment is recommended by the department head. Employees appointed prior to the 1st of July shall be eligible to receive an increment on the following January 1st. All others must spend a full calendar year in service before being eligible for the increment. All increments must be
approved by the Personnel Committee and reported to the Niagara County Civil Service Commission.

SECTION 2: LEAVE
An employee on leave of absence without pay, in order to be eligible for consideration for a specific increment increase in salary, must have worked a minimum of six (6) months of any calendar year.

SECTION 3: PROMOTION
An employee who has received a promotion or has been upgraded to a higher job group prior to July 1st of any year, is eligible to be given consideration for an increment increase in salary as of January 1st of the following year.

SECTION 4: EARNED
These salary increases must be earned and, in making his recommendations, the head of the department will consider the employee’s attitude towards the job as reflected in work habits, the quality of work, cooperativeness, initiative, desire to learn, attendance, and judgment.

ARTICLE XI

COMPENSATION PLAN

SECTION 1: PROMOTION
Advancement in County service shall be by promotional examination or such other regulations as the Niagara County Civil Service Commission shall prescribe. Advancement shall be based on qualifications, experience and seniority.

When an employee is promoted to a position in a higher class, his salary shall be increased to the minimum rate for the higher class. If an employee is promoted to a position in a higher grade, the minimum salary for which is equal to or lower than his/her current rate of compensation, upon such promotion, he/she shall be paid the salary which corresponds to the next higher step within the salary range to which he/she has been promoted, provided it is not less than $200.00. If such step results in a raise of less than $200.00, said employee shall be paid at the next higher step.
SECTION 2: DEMOTION
When an employee is demoted to a lower class position, he/she 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 Personnel Committee and approved by the Legislature.

SECTION 3: TRANSFER / NEW POSITIONS / VACANCIES
There shall be no immediate change in the salary rate of an employee who is transferred unless his/her 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 he/she was transferred, such change shall be deemed a promotion and the 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.

New positions or vacancies, within the Probation Department, shall be posted when they occur. Authorization for Intra-departmental (within the same department) reassignments to a posted vacancy may be requested through the Department Head and such authorization shall not be unreasonably withheld. Intra-departmental transfers may be initiated by the Department Head. Such Intra-departmental transfers will not be used for disciplinary reasons.

Effective January 1, 1995, all employees who are involuntarily transferred on a permanent basis must receive five (5) working days notice.

SECTION 4: RECRUITMENT
All new employees to the department will start at step one and progress through the salary schedule according to ARTICLE X SECTION 1: SCHEDULE.

SECTION 5: ALLOCATION DOWNWARD
When an employee’s position is reallocated to a lower class position, the employee shall be permitted to continue at his present rate of pay during period of incumbency (except in event of general service-wide reduction) but shall not be entitled to salary increase.

SECTION 6: CREATION OF NEW POSITIONS
All new positions created must be approved and salaries set by the Personnel Committee with the approval of the Board of Legislators.

SECTION 7: 1998 SALARY INCREASE
All employees on January 1, 1998 shall receive a $1,000.00 salary increase that is reflected in the 1998 salary schedule in Appendix A of this agreement.
SECTION 8: COURT TIME
All employees will utilize flex-time for the purpose of court appearances and all other probation related work completed after or before the normal work hours.

SECTION 9: PAY DAYS
Employees will be paid biweekly.

SECTION 10: SICK LEAVE PAYMENT UPON RETIREMENT
An employee shall upon retirement, receive a payment in the final year of service based upon his/her accumulated sick leave days as of the effective date of retirement. Such payment shall be calculated as follows:

For every three (3) full sick days of accumulated sick leave, a payment equal to one (1) days pay at the employees regular rate of pay up to a maximum of sixty six (66). Payment for unused sick days may be paid in one (1) lump sum or paid in three (3) equal annual installments.

SECTION 11: REINSTATED EMPLOYEES
A reinstated employee shall be paid at a salary rate within the approved salary range for the position in which he/she is reinstated.

SECTION 12: PISTOL PERMIT FEES
The County acknowledges the advantage to the County for each officer obtaining a pistol permit. The County hereby agrees to pay each employee a one-time, flat rate allowance of $100 for the expense and time incurred in obtaining said permit. In the event that an employee has previously obtained his/her pistol permit, that employee shall be entitled to the $100 one-time only allowance. In the event that the County has previously reimbursed a probation officer or a supervisor for the actual costs incurred in obtaining a pistol permit, that employee shall be entitled to the difference between the amount already reimbursed and $100.

SECTION 13: FIREARM TRAINING AND EQUIPMENT:
The County will make an annual payment of $50 to every probation officer for the purpose of defraying the costs of required firearm training. Said payment will be made on the first payroll in April of every calendar year.
ARTICLE XII

GRIEVANCE PROCEDURE

SECTION 1: PURPOSE
The purpose of this procedure is to secure at the lowest practical level solutions to grievances which may from time to time arise. The handling of grievances at each level shall be kept as informal as practicable.

The utilization of any Step of this grievance procedure by any person or the Association, shall constitute a waiver by such person or the Association of his/her rights, if any, to pursue any other remedy before any Court Administrator, or Administrative Agency.

SECTION 2: DEFINITIONS
A “grievance” is any claim that a provision or provisions of this Agreement has been violated. “Immediate Supervisor” means the Administrator to whom the employee is directly responsible.

SECTION 3: TIME LIMITS
The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Association fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the County’s last answer. In the event that the County shall fail to supply the Association with its answer within the required time limits, the grievance shall be deemed automatically positioned for appeal at the next Step with: the time limit for exercising said appeal commencing with the expiration date of the County’s period for answering.

SECTION 4: STEP 1
Should a grievance arise, the aggrieved employee(s) may, either alone or in company with or through an Association Representative, take up such grievance with his immediate supervisor in an effort to adjust the grievance, providing the employee does so within ten (10) working days of the occurrence out of which the grievance arose.

SECTION 5: STEP 2
If the grievance is not satisfactorily adjusted by the aggrieved employee’s immediate supervisor within five (5) working days after the meeting at Step 1, the aggrieved employee(s) may, either alone or in the company with or through the Association’s Representative, take up such
grievance with the Personnel Director within five (5) working days of the Step 1 answer in an effort to adjust the alleged grievance. The Personnel Director shall respond to the alleged grievance within fifteen (15) working days of receiving the appeal.

Grievances involving all or substantially all the employees in the bargaining unit may be initiated directly at Step 2, within the time limit applicable to Step 1.

SECTION 6: ARBITRATION

If the Association and the aggrieved employees are not satisfied with the answer at Step 2, they may submit the grievance to Arbitration. To submit a grievance to Arbitration the Association must, within ten (10) working days of the Step 2 answer, send a letter to the Public Employment Relations Board (PERB) with a copy to the Personnel Director. The letter shall specifically identify the grievance to be submitted and shall request PERB to send to the Personnel Director and the Association a list of the names of ten (10) Arbitrators. Within ten (10) working days of the day on which it receives its copy of the list, each party will return its copy to PERB with all names which are unacceptable to it crossed off and the remaining names numbered in order of the party's preference. If PERB determines that no mutually acceptable Arbitrator has been selected by the parties then PERB shall send each party a second list of ten (10) names and the foregoing procedure will be followed with respect to that list. If PERB determines that no mutually acceptable Arbitrator has been selected by the parties from the second list, PERB shall name the Arbitrator.

The time of the Arbitration Hearing shall be mutually agreed upon between the parties and the Arbitrator.

The Arbitrator's Decision shall be final and binding on the parties and the employees.

The Arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement, or make any decision which requires the commission of an act prohibited by law or violative of the terms of this Agreement.

One-half (½) of the fees and expenses of the Arbitrator shall be paid by each party. All other expenses incidental to the arbitration, including the compensation of witnesses, must be paid by the party which incurred them.

No more than one (1) grievance may be appealed to an Arbitrator in the course of a single Arbitration Proceeding, unless the parties expressly agree in writing to the appeal of more than one (1) grievance.

There shall be a Labor Management Committee which shall meet bi-annually to discuss labor-management issues involving the parties. By mutual agreement, the parties may meet more often whenever issues develop during the year that may require their attention.
ARTICLE XIII

HEALTH INSURANCE

SECTION 1: DEFINITIONS
The County guarantees the provisions and benefit levels of the Blue Cross Select 90/91 plan as it existed on December 31, 1994. These provisions are specifically detailed in that Summary Plan Document (SPD). The indemnity health care provider will be the Niagara County Health Plan, a self-funded insurance plan.

Managed Care Services will be performed by the County or by a third party administrator (TPA) designated by the County. Niagara County Health Plan shall provide Hospitalization and Medical-Surgical coverage for all eligible employees. Highlights of the plan include:

- Voluntary Second Surgical Opinion.
- Concurrent Utilization Review and Discharge Planning.
- Case management Medical, Alcohol, Drug and Psychiatric.
- Eligible Dependents Covered to Age 23.
- Medical Claims Review.
- Major Medical ($50.00 deductible: 1 person; $100.00 deductible: maximum 2 persons).
- Psychiatric Rider.
- Prescription-Drug with contraceptives (Generic $1.00 copay --- Name Brand $5.00 copay).

SECTION 2: ELIGIBILITY
All full time employees covered by this agreement have the option of participating in the Niagara County Health Plan, Independent Health, Health Care Plan, or Community Blue, the last three being health maintenance organizations (HMO). In the event any eligible member wishes to avail themselves of the HMO option, the County will cooperate in arranging said coverage.

The County agrees to pay said provider an amount equal to the cost of the Niagara County Health Plan. In the event that the health maintenance organization (HMO) alternate coverage exceeds the cost of the Niagara County Health Plan, any excess cost shall be paid by the employee.

In the event an employee/family is covered elsewhere by a spouse under an indemnity plan other than the County’s, that employee/family shall not be considered as being eligible for coverage under the County plan. If at some later time an employee/family ceases to be covered under the alternate indemnity insurance contract, that employee/family may be considered as being eligible for coverage by the County’s plans. The County shall, under no circumstances, be required to provide indemnity coverage to an employee/family covered elsewhere. No double coverage will be allowed.

To determine the applicability of the exclusion, the alternate plan as listed in its Summary Plan Document (SPD) as filed by New York State Departments of Insurance or Labor will be compared by Niagara County Risk Management Department and a determination will be made subject to the dispute resolution procedures defined in Section 6 of this Article.
SECTION 3: EMPLOYEE CONTRIBUTION

No employee hired prior to January 1, 1989 will be required to contribute to his or her health care costs. All eligible employees hired between January 1, 1989 and January 1, 1993 will be offered the following options:

Option 1. Eligible employees shall be required to pay one hundred per cent (100%) of the health care premiums for the first six (6) months of County employment. Beginning the seventh (7th) month of County employment, the employee shall pay fifty per cent (50%) of the cost of any and all health care coverage. Commencing the employee’s sixth (6th) year of service and each year thereafter, the employer shall pay one hundred per cent (100%) of the cost of the health insurance program under the primary carrier (in accordance with this Article).

Option 2. Eligible employees shall be required to pay ten percent (10%) of the cost of the health insurance program for the duration of their employment.

Eligible employee hired after January 1, 1993 are required to take option 2 listed above. Any employee who chose a copayment option under the previous agreement(s) will not be allowed to change that option under this agreement. Should the employee elect not to join any health plan within thirty (30) days of eligibility, it is understood that this election may be made on any succeeding open enrollment date. The employee may choose the health insurance plan under this Article that provides the best coverage and protection.

Copayment amounts, as well as any other cost estimate of the Niagara County plan, will be based on the premium in effect for Blue Cross Select 90/91 on December 31, 1994 and will be held constant for the duration of this agreement.

SECTION 4: RETIREES

Upon retirement, current County employees shall be eligible for group coverage as follows. Continuous full time County service is required. Retirement shall be defined as retirement under the New York State Retirement System.

<table>
<thead>
<tr>
<th>COUNTY SERVICE</th>
<th>EMPLOYEE</th>
<th>COUNTY</th>
</tr>
</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>

When an active employee and or spouse turns 65 years of age, they must choose between Medicare and their current health care coverage as their primary health insurance.

The County shall pay the cost of monthly Medicare Part B payments for County retirees over 65 years of age at the same percentage as listed above in paragraph "Upon retirement...".

In the event of the death of the retired employee, the County shall continue the (Single Plan) health insurance coverage on the spouse for a period up to three years or to the age of 65, whichever comes first.
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.

Health insurance coverage effective for employees retiring on or after January 1, 1990 shall be the Niagara County Health Plan equivalent to Blue Cross (Select 90/91), including Major Medical with the $1.00 copay for generic drugs and $5.00 copay for name brand drugs.

SECTION 5: DISPUTE ADJUDICATION COMMITTEE

A Claims Adjudication Committee composed of one County representative, one union representative and one neutral will hear and decide 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:

a. That the dollar amount paid on the claim by the Program is not in conformance with established fee schedules, Diagnostic Related Groups (DRG’s), network established fees and or usual and customary charges.

b. That the rejection of the claim by the Program as a non-covered service is incorrect.

SECTION 6: DISPUTE RESOLUTION

The Dispute Adjudication Procedure is as follows:

1. Notice of a disputed claim or duplicate claim denial must be made by submitting a claim dispute form to the Risk Management Department within thirty (30) working days from the date the participating employee receives processed claim. Within twenty (20) working days, the Risk Management department shall review the claim and render its written response to the employee. The TPA of record shall provide an NRO review process as a condition of contract.

2. In the event that 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 the Risk Management Department.

3. The Adjudication Committee, composed of one representative selected by the employer at its expense, one representative selected by the union at its expense, and one neutral selected by both representatives with the expense shared equally by the union and the employer shall meet monthly or at other times as may be determined appropriate by the Committee to review and render a final, written decision on claims appeals made under (2) above within ten (10) working days from the date of its 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 or to add new provisions to the program or this Appendix or any amendment or supplement thereto.

SECTION 7: ADVISORY COMMITTEE
An advisory Committee of one representative from each union representing County employees, the Human Resources Director and the Risk Manager shall meet when needed to review the operation of the Plan and issue recommendations concerning future benefits. This committee is advisory in nature. When the advisory committee completes its report, the Association or County reserves the right to reopen negotiations for the sole purpose of considering any recommended plan modifications.

SECTION 8: HEALTH INSURANCE WAIVER:
A maximum waiver benefit 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. Amounts shall be determined by applying the County’s contribution rate for that employee to the appropriate maximum waiver amount noted above. Payments shall be made in two equal installments on July 1 and December 31 following each six months of waived insurance. See Appendix A (Health Insurance Waiver Agreement) attached to this Memorandum of Agreement.

If both spouses are employed by the County, the County will pay for only one family plan, or if the carrier permits, two single plans where appropriate. And in no event will the waiver be paid to either party.

Re-entry into the County’s Health Care Program
Employees who apply for and receive a waiver as a result of their election not to participate in the County’s Health Care Plan shall be entitled to re-enter the County’s Health Care Program at the County’s expense if the employee had been employed by the County for five (5) continuous years or more prior to the buy out waiver.
ARTICLE XIV

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 this case, positions under such programs or projects may be eliminated or abolished by the County Procedure nor shall it be considered as a violation of any rights under the Labor Agreement.

ARTICLE XV

SAVINGS CLAUSE

If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State or Local Law, or if adherence to or enforcement of any Article or part thereof should be restrained by a Court of Law, the remaining Articles of the Agreement or any addition thereto shall not be affected.

This Contract 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 departures from any provision of this Contract of the Negotiating Unit shall be construed as a continuing waiver of the right to enforce any provision.

The County of Niagara and the Union hereby agree that this Contract constitutes the entire Agreement between the parties and that any provisions heretofore made and provided which are not specifically covered herein are rendered void.

ARTICLE XVI

SAFETY AND SECURITY

The Association shall make recommendations to the County regarding any serious inadequacies in heating, lighting, ventilation, maintenance and repair.

Any problems arising in this area shall be subject to labor/management discussions to alleviate said problems.
ARTICLE XVII

UPGRADING AND SALARY INCREASE

Effective January 1, 1998, the wages and step rates for 1997 shall be increased by three per cent (3%) on each step. (retroactive to 1/1/98)

Effective January 1, 1999, the wages and step rates for 1998 shall be increased by three per cent (3%) on each step.

Effective January 1, 2000, the wages and step rates for 1999 shall be increased by three per cent (3%) on each step.

The salary schedule in Appendix A reflects a $2,500 increase in the 1998 Probation Supervisor salary in lieu of any job parity.

ARTICLE XVIII

FORMULA FOR DETERMINING MILEAGE ALLOWANCE

Effective June 1, 1993, all reasonable mileage traveled by employees in the course of official County business shall be governed by the IRS rules and regulations, and reimbursed mileage at the IRS rate. Such IRS rates shall be altered or changed when necessary on January 1, of each year.

ARTICLE XIX

DEFERRED COMPENSATION PLAN

Any and all members of this union may avail themselves of the existing deferred compensation plan currently in effect in Niagara County. Said plan is to be administered by EQUI-COMP. Niagara County agrees to make any and all adjustments to payroll to allow participation of union members in the available plan.

ARTICLE XX

NIAGARA COUNTY CODE OF ETHICS

The final language of the Niagara County Code of Ethics had not been finalized at the time of ratification of this agreement. The union agrees to engage in immediate impact negotiations upon adoption of the Niagara county Code of Ethics in its final form.
IN WITNESS WHEREOF THE PARTIES TO THIS AGREEMENT SET THEIR HANDS

COUNTY OF NIAGARA, NEW YORK

NIAGARA COUNTY PROBATION OFFICERS ASSOCIATION

By ____________________________
GERALD E. MEAL, Chairman
Niagara County Legislature
Date 3-26-98

By ____________________________
ANTHONY MAURO,
Association President
Date 3/26/98

By ____________________________
ALBERT T. JOSEPH,
Director of Human Resources
Date 3/25/98

By ____________________________
APPROVED AS TO FORM:
PAUL SIKORA
Assistant Niagara County Attorney
Date 3/26/98
#### AppenDix A

**Probation Officers Association**

**Salary Schedule 1998-1999-2000**

<table>
<thead>
<tr>
<th>Year</th>
<th>PO/PO Trainee</th>
<th>Min. Grp. Spec.</th>
<th>PO Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td></td>
<td>Step 1</td>
<td>Step 2</td>
<td>Step 3</td>
</tr>
<tr>
<td></td>
<td>13.61</td>
<td>16.16</td>
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<tr>
<td></td>
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</tr>
<tr>
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<td></td>
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</tr>
</tbody>
</table>
APPENDIX B
HEALTH INSURANCE BUY OUT

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,” 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.

<table>
<thead>
<tr>
<th></th>
<th>Single</th>
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<tr>
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<td>$175</td>
</tr>
<tr>
<td>2nd payment</td>
<td>December</td>
<td>$175</td>
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</table>

$375

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 Niagara County Probation Officers Association.

I understand the RISK inherent in electing Health Insurance Waiver Option and assume any 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 Niagara County Probation Officers Association, 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.

_________________________________________  _____________________________
Employee Signature                           Date

_________________________________________  _____________________________
PROBATION Representative Signature          Date

_________________________________________  _____________________________
Niagara County Signature                     Date

NIAGARA COUNTY

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AND

NIAGARA COUNTY PROBATION OFFICERS ASSOCIATION

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 XIII 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 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, if eligible, 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 I3) and applying that percentage to the maximum waiver amount listed in Article XIII (Example: County contributes 90% toward the Basic Plan for family coverage for an employee - - maximum waiver is 90% of $750, or $675.00).

(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.

Date:
   Employee Signature


Witness Signature

Witness - Print Full Name

***COMPLETED FORM TO BE FILED IN THE PERSONNEL OFFICE***

FOR OFFICE USE ONLY

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:    $    ______  

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