

AGREEMENT BETWEEN  
NIAGARA COUNTY DEPUTY SHERIFF'S ASSOCIATION  
AND  
THE COUNTY OF NIAGARA  
AND  
THE SHERIFF OF THE COUNTY OF NIAGARA  
**2012-2013-2014-2015-2016-2017-2018-2019**

NIAGARA COUNTY DEPUTY SHERIFF'S ASSOCIATION –  
COUNTY OF NIAGARA AGREEMENT

2012-2013-2014-2015-2016-2017-2018-2019

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THIS AGREEMENT, entered into by and between the County of Niagara, New York, the Sheriff of the County of Niagara, hereinafter referred to as the "Employer" or "County" and the Niagara County Deputy Sheriff's Association, hereinafter referred to as the "Union" or "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, unless the parties agree otherwise.

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 1 RECOGNITION

The County hereby recognizes the Niagara County Deputy Sheriff's Association, hereinafter referred to as the "Union" as the exclusive bargaining agent for all full-time permanent personnel in the Sheriff's **Office**, to include as follows:

Correction Captain  
**Correction Lieutenant**  
Correction Sergeant  
Correction Officer  
Administrative Assistant  
Senior Civilian Dispatcher  
Civilian Dispatcher

And shall exclude all other personnel and titles existing in the Sheriff's **Office**.

#### ARTICLE 2 DURATION

The provisions of this Agreement shall be effective for the year beginning January 1, **2012** through December 31, **2019**, unless stated herein to be otherwise.

Either party may submit a request for negotiations on or before September 1, **2019** and the parties shall meet no later than October 1, **2019** to commence negotiations.

The terms of this Agreement shall remain in force and effect until a successor agreement is reached or imposed, unless specifically stated to be otherwise herein.

ARTICLE 3  
ASSOCIATION DUES

SECTION 1:

The employer shall deduct from the wages of each employee, on a bi-weekly basis, and remit monthly to the Association's designated agent, regular membership dues for those employees authorizing such deductions or agency fee.

SECTION 2:

The Union shall hold harmless the Employer from any claim that may arise as a result of the Employer's action in deduction of dues or agency fee.

SECTION 3:

The Niagara County Deputy Sheriff's Association having been recognized or certified as the exclusive representative for all employees included in the bargaining unit as set forth in Article 1 of this Agreement, shall be entitled to have monies deducted from the wages or salaries of employees of the bargaining unit who are not members of the Association in an amount equivalent to the annual dues levied by the Association for full-time and part-time employees who are members. The fiscal or disbursing 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 the Association to the Association in the same form and manner that he or she is not transmitting the dues paid by employees who are members.

ARTICLE 4  
SAVINGS CLAUSE

If any Article or part thereof of this Contract 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 Contract 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 departure from any provision of this Agreement shall be construed as a continuing waiver of the right to enforce such, or any other provision.

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

ARTICLE 5  
MANAGEMENT RIGHTS

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

This Contract recognizes the Rules and Regulations as set forth by the Niagara County Sheriff's Office. Included in this is Management's Right to request drug/alcohol testing of an employee on a random basis, where reasonable suspicion exists, or following an accident. (random and post-accident testing to be effective upon adoption of department wide policy.)

Not by way of limitation of the foregoing clause, the employer retains the right and responsibility, subject always to the terms of this Agreement to: (1) hire, discharge, transfer, suspend and discipline employees; (2) to determine the number of employees required to be employed, laid off or discharged; (3) to determine the qualifications for employees; (4) to determine the starting and quitting time and the reasonable hours to be worked by its employees; (5) to make any and all reasonable rules and regulations; (6) to determine the work assignments of its employees; (7) to determine the basis for selection, retention, and promotion of employees to or for occupations within the bargaining unit; (8) to determine the type of equipment and the sequence of work process; (9) to determine to make technological alterations by revising either processes or equipment; (10) to determine work standards and the quality and quantity of work to be produced; (11) to establish, expand, transfer and/or consolidate work and facilities; (12) to transfer or sub-contract work; (13) to terminate or eliminate all or any part of its work or facilities.

The Union agrees, in recognition of Management Rights, not to request the Employer to bargain with respect to the foregoing during the terms of this Agreement, except as otherwise specifically provided for herein, either as to the basic decision or as to the effect of that decision upon wages, hours and other terms and conditions of employment.

## ARTICLE 6 GRIEVANCE PROCEDURE

### SECTION 1: PURPOSE

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

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 or her rights, if any, to pursue any other remedy before any court, administrator, or administrative agency.

### SECTION 2: DEFINITIONS

- A. GRIEVANCE: a "grievance" is any claim that a provision or provisions of this Contract has been violated.
- B. 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 limit, the grievance shall be deemed automatically positioned for appeal to 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: UNION STEWARDS

The Union shall designate four (4) union stewards as follows:

1. **Days** Corrections Division
2. **Afternoons** Corrections Division
3. **Midnights** Corrections Division
4. Dispatch Division

Union stewards shall be responsible to investigate and process grievances in such a manner so as not to cause workplace disruptions. Involvement of any other unit employee during work time shall require prior approval of the Sheriff or his designee.

#### SECTION 5: GRIEVANCE STEPS

STEP 1: The grievant shall discuss the grievance with the immediate supervisor within ten (10) working days from the date the grievant knew or should have known of the facts or circumstances giving rise to the dispute. The grievant may request the presence of a steward or Association representative at such meeting. The supervisor shall have seven (7) working days from the date of the conference to answer the grievance. Failing a timely answer or resolution to the dispute, the grievant may move the matter to Step 2.

STEP 2: If the grievance is not resolved at Step 1, or failing a timely answer by the supervisor, the employee shall have ten (10) working days from receipt of the supervisor's response, or failing such response, to reduce the grievance to writing and submit same to his/her department head who shall answer the grievance within ten (10) working days following receipt of the grievance.

STEP 3: If the grievance is not settled at Step 2, the Association may submit the grievance to the employer's Human Resources Director or his designee within ten (10) days of the reply from Step 2, or failing such reply, ten (10) days from the last date such reply was due. The Human Resources Director or his designee shall reply within fifteen (15) working days. If the grievance is not resolved at Step 3, the Association may appeal the matter to arbitration as provided in Step 4 (Arbitration) below.

#### STEP 4: ARBITRATION

- A. If the Union and the aggrieved employee(s) are not satisfied with the answer at Step 3, they may submit the grievance to arbitration. In the event that any of the parties do not accept in whole or in part the decision of the Director of Human Resources or his designee, the unresolved issues shall be submitted to an arbitrator within ten (10) days by filing a Demand for Arbitration with PERB. The arbitrator shall be selected by the parties from a list of arbitrators provided by

the New York State Public Employment Relations Board and shall be selected in accordance with the rules established by PERB for such purposes.

- B. The time of the arbitration hearing shall be mutually agreed upon by the parties and the arbitrator.
- C. The arbitrator's decision shall be final and binding on the parties and the employees.
- D. The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Contract, or make any decision which requires the commission of an act prohibited by law or violative of this Contract.
- E. One-half (1/2) 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 that incurred them.

## ARTICLE 7 DISCHARGE AND DISCIPLINE

The employer may discipline or discharge an employee for just cause. When an employee is the subject of discipline, the employer will serve charges and specifications upon the employee. Within ten (10) days of presentation of charges, the member either accepts the proposed penalty or serves written answers with notice of intent to arbitrate. Immediately upon receipt of notice of intent to arbitrate, the County shall notify the next name on the appended list of five (5) arbitrators. In the event of charges recommending termination, the member shall be suspended without pay for thirty (30) days and thereafter be returned to the payroll pending the arbitrator's decision for a period not to exceed ninety (90) days after which he or she shall again be suspended without pay. **Should the County fail to notify the proper Arbitrator within ten (10) days of receipt of the Union's notice of intent to arbitrate, the suspended employee will continue to be on paid leave until such time the proper Arbitrator has been notified.** The parties will make every reasonable effort to conclude the arbitration proceedings within one hundred and twenty (120) days of the presentation of the charges.

Whenever an employee is subject to any interview, interrogation and/or investigation that could result in disciplinary charges, the following shall be observed:

1. The employee shall be informed of the name, rank and command of the officer in charge of the investigation; the name and rank of the officer conducting the interview/interrogation; and the identity of all individuals present for such interview/interrogation.
2. The interview shall be at a reasonable hour, preferably when the employee is on duty.
3. The interview shall be conducted at a location designated by the Sheriff or his designee. Said interview shall not take place at an employee's home unless the urgency of the investigation dictates otherwise.
4. The employee shall be informed of the nature of the investigation at the onset of the interview along with the allegations made against him or her.
5. A copy of all reports submitted by the employee regarding said investigation shall be made available to the employee in a timely manner.
6. An employee shall have the right to have present as his or her representative an attorney **and/or** a representative of the Association. An employee may waive such representation. Such waiver shall be in writing and shall be executed prior



to the start of the interview. The employee shall be provided with a copy of his/her waiver and a copy shall be provided the Association. The employee or his/her representative may make a statement at the conclusion of the interview. The employee's representative shall not impede or interfere with the investigation and/or interview. The interview shall be completed within a reasonable period of time, with allowance for personal necessities, meals and telephone calls as are reasonably necessary.

7. The complete interview of the employee shall be recorded, either mechanically or by stenographer, upon the request of either the employee or the investigating officer. When the interview is recorded there will be no "off the record" questions. Discussions may take place "off the record" with the consent of both parties. All recesses called during the interview shall be duly noted. The employee shall have the right to a copy of any statement given.
8. An employee subject to investigation shall at all times be treated in a decent and respectful manner.
9. Nothing contained herein shall be construed to prohibit the investigating officer directing an employee to answer all relevant questions or from prohibiting the investigating officer instructing the employee that his/her failure and/or refusal to answer such questions could result in discipline.
10. An employee cannot be ordered or compelled to submit to a polygraph or voice stress analyzer.
11. Prior to the filing of departmental charges, an employee shall be given the opportunity to be heard. Additional information may be submitted at this time.
12. Disciplinary advice, whenever possible, shall be given in private and not in the presence of others; and
13. Unless there is just and sufficient cause, an employee's locker shall not be opened for any reason, including inspection, without the employee or a union representative present. Nothing contained herein shall preclude the Employer from opening the locker with a valid search warrant.

## ARTICLE 8 SICK LEAVE

### SECTION 1: POSTING OF SICK LEAVE

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

Sick leave records will be posted monthly.

### SECTION 2: SICK LEAVE GENERALLY

All employees shall be allowed sick leave credits at the rate of one (1) working day (8 hours) per month in service and shall be cumulative up to 210 days (1,680 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 210 day (1,680 hours) maximum.

Calculations of sick leave shall be based on a year beginning January 1<sup>st</sup>. The unit for computation of sick leave shall not be less than one-half (1/2) day. Credits cannot be earned for the period an employee is on leave of absence without pay or under disciplinary punishment involving loss of work time or for employees who are on one-half (1/2) pay. 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.

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 within one (1) hour prior to the beginning of the working day. In the event the employee's illness continues beyond three (3) days, the employee must notify the administrative captain or his designee of the anticipated duration of the absence and thereafter must report their status at least once each week unless excused.

**PROOF OF ILLNESS:** In order to qualify for sick leave, proof of illness may be required to be provided by the employee that is satisfactory to the department head. Failure to provide proof of illness when required will be the basis for discipline. Abuse of sick leave privileges shall also be cause for disciplinary action.

Sick leave may be utilized by an employee if desired in any instance of sickness in the immediate family. Immediate family shall be defined to be the employee's spouse, children, step-children and a parent, all residing in the household of 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 workdays.

In any case in which a physician's statement is mandatory, the employee, upon his or her return to work, shall be required to provide a physician's statement that the employee is fit for duty. Said fit for duty statement must be presented to the employer prior to the employee's return to work.

### SECTION 3: DENTAL OR MEDICAL VISITS

Employees may use accumulated sick leave or personal leave credits in one (1) hour increments for the purpose of attending dental and/or medical visits subject to approval of the employee's immediate supervisor. If using personal leave, the provisions of Article 9, Leaves of Absence, Section 7 shall apply.

### SECTION 4: SICK LEAVE EXTENSION

**EXTENSION AFTER ALL CREDITS USED:** At the discretion of the Sheriff and approval of the County Manager or other such County official provided by law, and after all sick days, compensatory time, vacation credits and other accrued time have been used, permanent employees may also be granted sick leave with one-half (1/2) pay for three (3) months, after two (2) years of County service. An additional period of three (3) months of leave at one-half (1/2) pay may be granted with the approval of the Sheriff and the County Manager or other such County official provided by law. In special instances, sick leave with one-half (1/2) pay may be further extended with the approval of the Sheriff and the County Manager or other such County official provided by law. Leave, not exceeding eleven (11) 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 eleven (11) months shall be granted unless the Niagara County Personnel Officer has granted the approval for such extension.

It will be necessary for the employee who is requesting additional sick leave to furnish to both the Sheriff and the County Manager or other such County official provided by law a documented medical statement.

Consideration is given to each employee's sick leave situation where a question of extended absence is involved. Proper steps are taken through existing means to adjust all such cases in the light of the particular facts surrounding them.

#### SECTION 5: SICK LEAVE INCENTIVE

A full time employee may convert sick days to cash per calendar year based on the following conditions:

1. An employee shall be entitled to cash in one (1) sick day per calendar quarter, provided the employee has not used any sick time in the calendar quarter. Payment for such shall be made during the next month following the end of each applicable calendar quarter, by separate check.
2. An employee shall also be entitled to cash in three (3) sick days per calendar year, provided the employee has not used any sick time during the said calendar year. Payment shall be made during the next month following the end of the calendar year, by separate check.
3. An employee wishing to convert sick time under this Section will be required to fill out departmental forms.

#### SECTION 6: SICK TIME BUYBACK UPON RETIREMENT

Employees retiring from County service shall be entitled to receive a payment of thirty-three and one-third percent (33 1/3%) of unused accumulated full sick days the employee has at the time of his/her retirement. The remaining days will be credited toward the 41J benefit. Such payments shall be based on the daily rate established in the then current salary schedule on the date of retirement.

The above payments are based on receiving credit for all accumulated sick leave days over and above the current credit for the maximum allowable number of accumulated sick leave days allowed under Section 41J of the Retirement Law.

#### SECTION 7: TRANSFER OF CREDITS

Credits shall be transferred with the employee from one department to another.

ARTICLE 9  
LEAVES OF ABSENCES

SECTION 1: LEAVE FOR DEATH IN FAMILY

A leave of absence with full pay shall be granted to an employee who is necessarily absent from duty because of the death of a member of his/her immediate family. The immediate family of an employee shall be defined as: spouse, mother, father, sister, brother, children, step-children, 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. The duration of such leave shall not exceed four (4) consecutive scheduled workdays from the date of occurrence. In the event of the death of an employee's/spouse's aunt and/or uncle, spouse's grandparents, employee's niece or nephew, the employee shall be granted two (2) work days off.

If special circumstances arise (for example: death out-of-state, death out-of-country, delayed funeral arrangements, delayed travel arrangements or other documented individual needs), the four (4) day period may be adjusted by the County Human Resources Department to meet the individualized, documented, reasonable needs of the employee for bereavement leave.

In the event of the death of a person who stands in similar relationships as a relative noted in paragraph one above, the employee shall not be denied the right to use Personal Leave Time, if available, to attend the funeral if requested. If employee has no Personal Leave Time available, the employer shall not be required to provide additional Personal Leave Time, nor shall management be required to approve the request for time off if staffing does not permit.

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

Any employee who is necessarily absent from duty because of occupational injury or disease, as defined by the Workers' Compensation Law, may, pending adjudication of his/her case while his or her disability renders him or her unable to perform the duties of his or her position, be granted leave with full pay for a period not to exceed six (6) months 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 eleven (11) months. When such employee has been awarded compensation by the Workers' Compensation Board for the period of his or her leave with pay, such compensation award for loss of time for such period shall be credited to the County. Upon his or her return to active duty, such employee shall be re-credited with that proportion of earned credits consumed during the period of his or her absence, which the amount of his or her 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 he or she received during this period that sick leave and other time credits were consumed.

All lump sum payments and/or awards to which the employee is entitled by law for injury or disability shall be retained by the employee.

The employee must use his or her accrued sick leave days during the disability. However, such sick leave days shall be prorated upon receiving compensation payment and the balance of any sick leave credits shall be returned to the employee. The employee who exhausts his or her sick leave during such disability will be continued at full pay for the remainder of the six (6) month period. Thereafter, the employee shall be allowed leave(s) in accordance with the other provisions provided in this subdivision and/or this Article.

### SECTION 3: MATERNITY LEAVE

Maternity leave shall be governed by law.

### SECTION 4: ADOPTIVE LEAVE

Adoptive Leave shall be covered by Family and Medical Leave Act.

### SECTION 5: MILITARY LEAVE.

Military leave will be granted according to the laws of the State of New York and the United States.

### SECTION 6: LEAVE FOR SERVICE IN EXEMPT, NON-COMPETITIVE, 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 County service which is in the exempt class or non-competitive class or in the unclassified service, may be, at the discretion of the appointing authority, 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 Niagara County Personnel Officer, be renewed for such person to return to his/her 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 his competitive class position.

An employee who leaves 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 Personnel Officer.

### SECTION 7: PERSONAL LEAVE

Full-time employees are entitled to up to three (3) days for personal business leave, subject to the following conditions:

- A. Personal business leave shall be deemed to mean a personal leave to conduct personal business of such nature that it cannot be conducted at a time other than the employee's regularly scheduled working hours.

- B. Written request, giving the reason for such a request, shall be made to the department head at least forty-eight (48) hours prior to the day of leave, except in a case of emergency.
- C. Approval of the use of personal business leave may be denied when such request would adversely affect the proper function of the department.
- D. An employee is not eligible for personal business leave until after completion of his/her probationary period.
- E. Eligible employees may use personal business leave in one (1) hour increments, in accordance with the provisions of this Section.
- F. If an employee becomes eligible for personal business leave after July 1 of a calendar year, the employee shall receive one and one-half (1 ½) days for that calendar year.
- G. Any personal business leave not used in a calendar year shall be added to the employee's accumulated sick leave credits.

#### SECTION 8: 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 a leave of absence. Leave for study or examinations may be granted without pay, part pay or full pay in special cases and is determined on the individual factors affecting the request. Approval may be granted in the discretion of the department head and the Human Resources Director.

Members of the bargaining unit 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 workload is such that it is possible for the employee to be spared for the amount of time involved.
- D. It must be a course offered by a recognized college, university or school.

#### SECTION 9: 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 Personnel Officer.

#### SECTION 10: UNION LEAVE

The Union's Executive Committee officers and union stewards are authorized to take time off for attending to union business, as per current practice. The total number of days shall not exceed forty-five (45) days collectively. Time off for contract negotiations shall not count against yearly Union leave time. Any non-Executive Committee officer must receive prior approval from the Union President and the Administration of the Department. Any request for release time shall not be unreasonably denied. 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. Days shall not accumulate yearly (i.e. cannot be carried over from year to year).

#### SECTION 11: CIVIL SERVICE LAW REQUIREMENTS

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, except as otherwise agreed by the parties hereto and herein.

#### SECTION 12: RESIDENCY REQUIREMENTS

Employees whose positions are in the competitive class of Civil Service are required to live within the County of Niagara. Under exceptional circumstances and only with the approval of the County Manager or other such County official provided for by law, Niagara County Personnel Officer and the Niagara County Legislature, residency may be allowed outside the County of Niagara.

#### SECTION 13: JURY DUTY

The provisions of this Section are designed to provide the Department with safeguards and a procedure with respect the situation of unit personnel now being subject to being summoned and required to appear for jury duty, taking into account the safety and security of such individuals, co-workers and the public.

If a member of the unit is summoned by the Commissioner of Jurors and required to appear for jury duty, including Grand Jury, the member must immediately notify his/her immediate supervisor, or other appropriate supervisor. Immediately notify shall be defined to mean within thirty (30) minutes of the member learning of such. The employee shall provide his/her supervisor with proof of actual jury duty attendance, which shall be attached to the relevant timesheet.

A member of the unit who is summoned and required to appear for jury duty, including Grand Jury, and actually appears and is excused from such duty after appearing, before six (6) hours has elapsed, must make up the remaining hours between the time excused from jury duty and the end of the shift. This may be done in one of the following ways, at the option of the employee and with the consent of the Department:

- a. reporting for duty on the day involved;
- b. in the form of a payback on a future RDO;
- c. by the use of any accumulated compensatory time for the amount of hours remaining on the shift.

A member of the unit who is summoned and required to appear for jury duty, including grand Jury, and actually appears and is excused from such duty after six (6) or more hours has elapsed, shall be treated as having worked the entire shift on the day involved.

The foregoing shall apply to all unit members regardless of shift assigned. However, with respect to personnel assigned to the midnight shift, the individual shall have the option of being

off the midnight shift preceding the day of jury duty or the midnight shift following the day of jury duty.

None of the foregoing shall be applicable to those situations in which a member of the unit shall volunteer for jury duty.

## ARTICLE 10 WORK WEEK

### SECTION 1:

All tours of duty shall be determined according to current practices. The standard workweek shall be forty (40) hours per week.

### SECTION 2:

Employees, who have peace officer status, regardless of regular assignment, may be reassigned to perform any duty related to their profession as peace officers, including any duties connected with the following:

- A. Prevention and detection of crime pertaining specifically to all related responsibilities as determined by departmental policy and procedure.
- B. Enforcement of laws and ordinances pertaining specifically to all related responsibilities as determined by departmental policy and procedure.
- C. Protection of life and property pertaining specifically to all related responsibilities as determined by departmental policy and procedure.
- D. Arrest violators of the law pertaining specifically to all related responsibilities as determined by departmental policy and procedure.
- E. Regulation of non-criminal behavior of the citizenry pertaining specifically to all related responsibilities as determined by departmental policy and procedure.
- F. Penal facilities pertaining specifically to all related responsibilities as determined by departmental policy and procedure.

### SECTION 3:

Personnel assigned to Communications recognized as Civilian Dispatchers shall work straight shifts based upon a four (4) on and two (2) off rotation. Personnel assigned to Communications will be required to work seven (7) payback days. These days will be paid back in an eight (8) and one (1) quarter hour increment on a day off or in a four hour increment on a workday. Compensatory time will not be used to cover scheduled paybacks. Compensatory time may be used to cover non-scheduled days. Paybacks in lieu of overtime is not allowed (i.e. if you work eight hours on a normal shift, your four (4) hour or eight (8) hour payback is not considered overtime). In the event of a special assignment or manpower shortage, the member can use his or her non-scheduled payback time. Five (5) of said payback days will be scheduled by the supervisor and two (2) will be the responsibility of the employee to schedule with their shift supervisor. All other personnel recognized by this Agreement shall receive ten (10) extra days off to compensate them for the extra days off per year received from the aforesaid rotation. The normal workday shall consist of eight hours. The standard shifts shall be as follows:



Corrections:	Day Shift	0745-1545 hours
	Afternoon Shift	1545-2345 hours
	Midnight Shift	2345-0745 hours
Communications	Day Shift	0700-1500 hours
	Afternoon Shift	1500-2300 hours
	Midnight Shift	2300-0700 hours

It is agreed that the shift hours of Communications shall coincide with the shift hours of Sheriff Office Road Patrol and as such may differ from those hours set forth above.

The Sheriff or his designee reserves the right to determine individual hours of duty for the purpose of filling special assignments/duties as per current practice.

The Captain will determine individual shift placement and position assignments. Assignment to a shift in Corrections and Communications shall be based upon the following procedure:

Corrections Deputies and Dispatchers shall bid for shift assignment based upon their bargaining unit seniority. **Former City of North Tonawanda Dispatchers who became Niagara County employees as a result of a “transfer of function” shall use their North Tonawanda seniority date for shift bid.** Corrections Deputies and Dispatchers’ seniority will not change with approved unpaid leave. Supervisors shall bid for shift assignment based upon their time in rank.

On November 1<sup>st</sup> of each year, bid forms will be distributed to all Corrections Deputies, Dispatchers and supervisors who are assigned to Corrections and Communications. The form will allow each employee to indicate his or her priority of selection to a shift as previously stated. Prior to December 1<sup>st</sup>, the form shall be completed by the employee and witnessed by a commanding officer and returned to the Sheriff or his designee. The Sheriff or his designee shall establish the shift assignments for the upcoming year by the 15<sup>th</sup> day of December and post these new shift assignments. **The new shift assignments will take effect at the beginning of the first full pay period of January.**

## ARTICLE 11 HOLIDAYS

### SECTION 1:

The following are legal holidays and will be observed in the department. 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	Columbus Day
Martin Luther King Day	Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
President’s Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Easter Day

SECTION 2:

Should an employee be otherwise regularly scheduled to work a holiday or a day on which a holiday falls or work the day on which the holiday is celebrated, the employee may elect to receive either time and one half the hourly rate of compensation plus one compensatory day off, or double time and one half the hourly rate and no compensatory day off.

If the employee works both the actual holiday or the day on which the holiday falls and the day on which the holiday is celebrated, the employee will only be paid the higher rate for one of those days as set forth above. The compensatory day off may be taken at any time provided the employee gives his/her supervisor forty-eight (48) hours advance notice. Approval of the request for time off may be denied when it endangers the proper functioning of the department.

SECTION 3:

An employee who works his regularly scheduled day on the day on which a holiday falls or is celebrated or who works the day on which the holiday falls or is celebrated shall receive either time and one half his/her hourly rate plus one compensatory day off or double time and one half and no compensatory day off. This applies equally to those who work Monday through Friday schedules as well as to those who work schedules other than Monday through Friday. For New Year's Day, Independence Day, Christmas Eve and Christmas Day, the holidays shall be celebrated on the day of the actual holiday.

ARTICLE 12  
VACATIONS

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

SECTION 1:

Completion of 1 year	10 working days
Completion of 5 years	15 working days
Completion of 8 years	17 working days
Completion of 10 years	20 working days
Completion of 15 years	23 working days
Completion of 20 years	25 working days

SECTION 2:

All vacations must be earned and earned vacations may be taken by the employee at a time convenient to the department with the approval of the Sheriff or his designee consistent with the current practice.

SECTION 3:

Vacations must be taken in the calendar year in which it is due. Vacation time will not be cumulative. Any exception to this must be approved by the Sheriff or his designee.

Supervisors shall have their accrued leave time scheduled based upon their time in rank.

SECTION 4:

Employees shall be allowed to sell back up to (20) days of their vacation time, to be paid in the employee's regular paycheck in the first pay period in July. Employees electing to sell back vacation time must make their election known in writing to the department head or designee no later than February 1<sup>st</sup>.

SECTION 5:

As 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/her accumulated vacation credits not used prior to transfer.

SECTION 6:

No vacation will be earned while an employee is absent without pay, on a leave without pay, or under a disciplinary punishment involving loss of work time. In such circumstances, vacation entitlement shall be prorated.

SECTION 7:

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

SECTION 8:

An employee who leaves his employment for any reason shall be paid his previously accrued and unused vacation. In addition, an employee with one or more years of service shall receive prorated vacation for the year in which his employment ends.

SECTION 9:

Time off request procedures:

An employee utilizing leave time shall **Request leave time through the Computer Scheduling System**. The designated Supervisor shall approve or deny the request in a timely manner.

Time frames for leave requests shall be as follows:

1. Personal Day – 48 hours
2. Holidays – 48 hours
3. Vacation Day – 8 days
4. E-Days – 8 days
5. Comp days – 48 hours

Switches (working for another bargaining unit member) shall be handled as follows:

Bargaining unit members shall be required to complete, time stamp and sign a Switch Request Form. The form shall require both employees to document the date(s) in which they will work for one another. There shall be no “open ended” switches.

## ARTICLE 13 COMPENSATION PLAN

### SECTION 1: SALARY

The wages for employees covered herein shall be as reflected in the salary schedules annexed to this Agreement, for the years covered by this Agreement.

#### **General increases for employees on active payroll at time of ratification (3/22/2016.)**

**2012 - \$0**  
**2013 - \$0**  
**2014 - \$2,750 one-time cash payment – not in wage scale**  
**2015 – 2% wage increase with retro**  
**2016 – 2% wage increase with retro**  
**2017 – 2% wage increase**  
**2018 – 2% (Corrections)/ 2.25% (Dispatchers) wage increase**  
**2019 – 2.5% wage increase**

### SECTION 2: PROMOTIONS

When an employee is promoted to a position in a higher class, the 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 which is equal to or lower than the rate of compensation then received by such employee upon such promotion, shall be paid the salary which corresponds to the next higher step within the salary range to which the employee has been promoted, provided it is not less than \$500.00.

Advancement in County service shall be by promotional examination or such other regulations as the Niagara County Personnel Officer shall prescribe.

All new positions must be approved and salaries set by the County Manager or other such County official provided for by law with the approval of the Legislature.

### SECTION 3: DEMOTIONS

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 County Manager or other such County official provided for by law and approved by the Legislature.

#### SECTION 4: ALLOCATION DOWNWARD

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

#### SECTION 5: TRANSFERS

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.

#### SECTION 6: JOB PARITY-WORKING IN A HIGHER POSITION

Whenever an employee is directed by the Sheriff or his designee to work in and assume the responsibility of a position that calls for a higher job group or job class, the Sheriff or his designee agrees to fill such assignment in accordance with Civil Service requirements for that position. The said employee shall receive the higher rate of pay called for in the assigned position. Said pay shall be paid in four hour increments. The department head will maintain a record of such assignments which shall be open to inspection by the employee.

#### SECTION 7: BRIEFING TIME

All members of the bargaining unit, in addition to their regular wages, shall be paid for fifteen (15) minutes of briefing time each day actually worked. Such time (15 minutes) shall be paid at a rate of time and one-half the employee's hourly rate. Members of the bargaining unit who work on the day a holiday is scheduled, (15) minutes of briefing time shall be paid at a rate of double time and one-half. The total sum shall be paid in a separate check issued on the first payday in December of each year. The Tour Captain, **Tour Supervisor** (one per shift) and Senior Dispatcher (one per shift) shall be entitled to one-half hour briefing pay under the conditions set forth above.

#### SECTION 8: COURT TIME

All members of the bargaining unit required to appear at court hearings, Grand Jury hearings, or Motor Vehicle Bureau hearings, outside of their regularly scheduled work hours, shall be paid time and one-half their regular rate of pay with a minimum guarantee of two and one-half hours (3.75 hours paid) for said appearance.

#### SECTION 9: SHIFT DIFFERENTIAL

All employees who work the following will be entitled to a shift differential over and above the base rate in the following amounts:

<b>Afternoon</b> shift	\$ .50	<b>Midnight</b> shift	\$ .55
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## SECTION 10: MILEAGE

All reasonable mileage traveled by employees using personal vehicles in the course of official County business shall be governed by the Niagara County Travel Policy.

Payments made to employees under this Section shall be for expenses incurred by the employee in the use of their personal vehicle in the official business of Niagara County.

No allowance shall be claimed for travel from or to the abode of the employee or to or from the place of work except when an employee is assigned to a first call from their home or to a last call from which they are to proceed to their home, they shall be allowed their actual mileage from their first call and to their last call.

## 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: CALL-IN PAY

In the event an employee is called into work at a time not otherwise scheduled, the employee shall be paid at his or her overtime rate. Said employee shall receive a minimum of three hours of pay from the time of call.

## SECTION 13: FIELD TRAINING

Only full-time employees will be utilized for field training. When a full-time employee is assigned to conduct any field training during the course of a regularly scheduled workday, specifically in the duties and responsibilities of a Correction Officer or Civilian Dispatcher, said full-time employee shall be paid at a rate of time and one-half for actual hours spent conducting training.

All assignments regarding field training will be made solely at the discretion of the Sheriff or his designee.

## SECTION 14: CERT TRAINING

CERT training will consist of 4 (four) hours of training per calendar month. Full time **Correction Officers** who have successfully completed the Corrections Emergency Response Team Basic Academy, and attend monthly CERT training will be paid two-times their hourly rate, or compensatory time at two times their normal rate for time attending CERT training.

## ARTICLE 14 OVERTIME ASSIGNMENTS

### Section 1:

Overtime will be paid after forty (40) hours per week to all employees covered by this Agreement. Each employee shall be entitled to compensation at the rate of time and one-half of

his or her regular rate of pay for all activities and duties performed outside of or in excess of his or her regular and normally scheduled work hours.

Regular overtime assignments shall be determined in a fair and equitable manner using bargaining unit seniority as a means of offering overtime and using bargaining unit seniority in scheduling mandatory overtime. The Sheriff may schedule special overtime assignments at his discretion.

Overtime shall be distributed as equally as possible among qualified employees. An overtime list or lists shall be established for qualified employees. The employee with the most bargaining unit seniority shall be placed at the top of the list, and the list or lists shall be descended down to the employee with the least amount of bargaining unit seniority. When overtime is necessary, the opportunity to work it shall be offered to the most senior bargaining unit employee, pursuant to the following: when an employee accepts an overtime assignment, he/she will be noted as "accepted." Should an employee refuse the overtime assignment, the employee next on the list shall be offered the assignment. Employees who are unavailable, who refuse the assignment or are unable to work the assignment will be noted and charged with the amount of hours involved as if they had worked the assignment. When the next overtime assignment is necessary, the list shall start where it left off.

This procedure shall not apply to emergency situations or to employees who are selected for special assignment overtime as directed by the Sheriff.

The determination of overtime need will be in accordance with the overtime guidelines. The overtime guidelines are as set forth in Appendix F attached to this Agreement.

## SECTION 2: COMP BANK

Each employee shall have the option of receiving compensatory time in lieu of overtime payment. Each employee shall be allowed to accrue compensatory time in lieu of overtime payment, provided however, no employee may accrue more than one hundred (100) hours of compensatory time. Each employee may receive cash payment up to the maximum number of accrued compensatory hours allowed at the time of permanent leave from service, e.g. retirement, resignation or other permanent termination of employment. Payment shall be calculated at the employee's rate of pay in effect at the time of permanent leave from service.

Employees covered by this Agreement are entitled to cash in compensatory time up to a maximum of 80 comp hours per calendar quarter, at the then current rate of pay, payable in a separate check.

## ARTICLE 15 INCREMENTS

Except for steps 10, 14, 20 and 25 which are payable pursuant to Article 16, annual increases in salary are not mandatory but each employee shall be entitled to one increment, up to the maximum for the position, provided that the increment is recommended by the department head. Employees appointed prior to July 1<sup>st</sup> shall be eligible to receive an increment on the following January 1<sup>st</sup>. All others must spend a full calendar year in service before being eligible for the

increment. All increments must be approved by the **Sheriff** and reported to the Niagara County Personnel Officer.

Any 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.

Salary increase must be earned, and in making any recommendations, the **Sheriff** will consider the employee's attitudes towards the job as reflected by their work habits, the quality of their work, their cooperativeness, initiative, desire to learn, attendance and their judgment.

**Employees whose step raises were frozen in 2012, 2013, and 2014 will be placed in the step they would have reached had there been no freezes, but with no retroactive pay and with the understanding that wage step grievances will be withdrawn with prejudice.**

## ARTICLE 16 LONGEVITY

### SECTION 1:

All existing and future longevity increments are reflected in Steps 10, 14, 20 and 25 of the salary schedules annexed to this Agreement.

Eligible employees shall receive the step amounts set forth in the salary schedules.

### SECTION 2:

An employee shall be advanced to his/her longevity step of the salary schedule on the employee's anniversary date. Anniversary date shall mean the date of employee's most recent employment in the bargaining unit. Any employee **in the bargaining unit on or before July 2, 2007 shall continue to receive longevity as per current practice.**

### SECTION 3:

An employee with previous County service who has been rehired after January 1, 1970, shall not receive credit for such prior service for purposes of this Article. The increments stated in this Article are cumulative.

## ARTICLE 17 HEALTHCARE BENEFITS

### SECTION 1: GENERAL PROVISIONS

The County agrees to make available a comprehensive healthcare plan, including prescription drug, medical, surgical (other than elective cosmetic) and hospitalization coverage. Provisions of the Niagara County Healthcare Plan (the "Plan") are specifically detailed in a Summary Plan Document ("SPD"), which shall include benefits and services that at minimum are equivalent to those outlined in the Matrix attached as Appendix G. The benefit items as listed in Appendix G will be changed only by agreement of the parties, unless changes are mandated by statute or



regulation, or by unilateral action by the carrier, in which event the plan will be amended to reflect the revision. Should any such change be required the Union shall receive prior notice of no less than ten (10) working days. The healthcare carrier (the "Carrier") and/or third party administrator (the "TPA") will be determined by a competitive bid process, such process to be held no sooner than every two (2) years. Niagara County may award its healthcare benefits contract only to a reputable insurance carrier or third party administrator as those terms are defined by acceptable industry guidelines and standards.

There shall be established a Joint Labor/Management Committee (the "Joint Committee") to review periodically (no later than quarterly) the administration of the Plan. The Joint Committee shall consist of representatives of each of the Unions participating in the Plan and management members of the County's Risk, Human Resources, Budget, and related offices. The Committee shall have the power to recommend a change in the administration of Niagara County's Healthcare Program and/or address issues that arise with healthcare administration prior to a formal grievance. 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 or healthcare provider. Individual Unions and/or the Committee may recommend other third party administrators to be considered. 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 TPA or Carriers and rank other TPAs or Carriers who bid. The selection of a TPA or Carrier by the County shall be from among those options ranked by the Committee and shall be based on all available information and shall be in the best interest of the members and the County taxpayers.

During the term of the Agreement, should the County or the Union find that another Carrier or TPA could provide comparable coverage at a lower cost; the matter will be reviewed and considered by the parties. Any recommendation would be submitted to the County for approval.

The County may change from the plan set forth herein to an equivalent plan offered by another provider, but only if the benefits, deductibles, co-pays and out of pockets are equal to or better than the benefit items described in Appendix G.

## SECTION 2: ELIGIBILITY

All employees covered by this agreement have the option of participating in the Plan, subject to the eligibility requirements detailed in the SPD. Such participation and plan enrollment requires certain administrative responsibilities by the employee as set by the Niagara County Office of Risk & Insurance Services, such as completing and returning open enrollment forms and plan applications by set deadlines and giving prompt notice of status changes of the plan participant(s) or dependents (ex. marriage, divorce, birth or adoption of child, child reaching majority age, address change).

If a covered County employee is married to another covered County employee, the employees are eligible for one (1) family plan or two (2) single plans where appropriate. If a covered County employee has coverage through the employer of a spouse or other means, he/she will be eligible for Niagara County coverage through coordination of benefits on a non-duplication basis. The covered employee must advise the Niagara County Office of Risk & Insurance Services, upon open enrollment or qualifying event, of the existence and name of the alternate carrier in order to allow coordination of benefits administration. All such coordination will

follow industry standards for payment, including the birthday rule, and Plan design and coordination rules as detailed in the SPD.

**SECTION 3: EMPLOYEE CONTRIBUTION**

The County will contribute all or a significant portion of the cost of the monthly premiums or “in lieu of” premium for each option available under the Niagara County Healthcare Plan, depending on the Plan option chosen by the employee.

The County will contribute 100% of the cost of the monthly premium or “in lieu of” premium for the lowest cost Plan option (Value Plan) for a single employee or family, 100% of same for the mid-cost Plan option (Core Plan) and 90% of same for the highest cost Plan option (Premium Plan) **for employees hired on or prior to July 31, 2007**. The participating employee will pay the applicable balance of the monthly premium, if any, through payroll deductions.

<b>For employees hired on or after August 1, 2007 who participate in the Core and Value plans:</b>	
<b>Year</b>	<b>Contribution</b>
<b>2012 – 2015</b>	<b>No change</b>
<b>2016 (effective ratification)</b>	<b>\$100 per month family; \$50 per month single</b>
<b>2017 (effective 1/1/2017)</b>	<b>\$110 per month family; \$55 per month single</b>
<b>2018 (effective 1/1/2018)</b>	<b>\$120 per month family; \$60 per month single</b>
<b>2019 (effective 1/1/2019)</b>	<b>10% of the applicable premium with a \$2,000 annual cap</b>

**Employees who participate in the Premium plan shall continue to contribute 10% of the applicable premium.**

**Employees hired subsequent to ratification (3/22/2016) shall contribute 10% of the applicable premium.**

Should the employee elect not to join the health plan within thirty (30) of eligibility, it is understood that this election may be made on any succeeding open enrollment date.

The employee may choose the healthcare plan option under this Article that the employee determines provides the best coverage and protection for their needs.

**SECTION 4: HEALTHCARE WAIVER**

A maximum benefit (the “Waiver”) consisting of \$500 for a full year waiver of single coverage, or \$1000 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. Payments shall be made biannually in two equal installments in July and January, following each six months of waived healthcare coverage. See Appendix **H** (Healthcare Waiver) of this Agreement.

To be entitled to the payment referenced above, the bargaining unit member must produce proof of healthcare coverage from another source at the time of application.

Re-entry shall be governed by the rules of the Plan provided for in this Agreement. Where an employee has opted out of the County's Plan and healthcare coverage from another source becomes unavailable because of the death of a spouse, divorce, layoff, plant closing, or other such reason beyond the employee's control, the employee and his/her dependents will be eligible to be reinstated in the County's healthcare plan.

Written notice must be provided to the Department of Risk and Insurance Services 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.

If both spouses are employed by the County, and either elects healthcare coverage, in no event will the waiver be paid to either party. If both spouses are employed by the County, and neither elects healthcare coverage, both are eligible for the waiver under single coverage for each or family coverage for one.

#### SECTION 5: HEALTH REIMBURSEMENT ACCOUNTS

The County shall establish and fund Health Reimbursement Accounts ("HRAs") as allowed by law for employees for the purpose of defraying the out-of-pocket costs of healthcare associated with lower cost Plan options. These amounts of such HRAs will be as follows:

CORE PLAN - \$220/\$440  
VALUE PLAN - \$425/\$850

Rollover of HRA monies will be allowed up to the date of retirement or other termination of employment. HRA funds must be expended on eligible expenses within one year of said retirement or other termination of employment.

#### SECTION 6: FLEXIBLE SPENDING ACCOUNTS

The County shall maintain and pay administration costs only of employee flexible spending accounts ("FSAs"). Employees may fund, through annual election at open enrollment, as FSA with pretax dollars up to the maximum allowable by the Internal Revenue Services. The FSA allows employees to set aside pretax dollars for the following: the employee's portion of the cost of qualified benefit coverage's (insurance premiums); qualified out-of-pocket healthcare, dental, vision or hearing expenses that are not covered under the employee's existing healthcare coverage or insurance plans; and qualified work-related child or adult day care expenses.

Eligible employees must follow proper enrollment, annual election, and claims submission procedures as delineated by the FSA administrator and the Office of Risk & Insurance Services, in accordance with the Internal Revenue Code.

**Effective January 1 of each year of this agreement, the County shall deposit funds into a Flex 125 account to be used for vision or dental expenses only, as allowed by law. Effective January 1, 2015 the amount is \$350 and effective January 1 of each subsequent year of the agreement, the Flex 125 account shall be increased by an amount equal to the US ALL URBAN Index (USCPI-U) for the 12 month period from the prior October through September of that year.**

**SECTION 7: RETIREE HEALTHCARE**

- 1. Current employees, i.e. those hired prior to ratification of this agreement (3/22/2016) shall be eligible for Niagara County Healthcare Plan coverage upon retirement from continuous full-time service as follows:**

County Service	Employee	County
<b>Fewer than 10 years of service</b>	100%	0%
10 years, but <b>fewer than 15 years</b>	50%	50%
15 years, but <b>fewer than 20 years</b>	25%	75%
20 years or over	0%	100%

- A. It is required, that as an ongoing condition of eligibility for medical insurance through the Niagara County Healthcare Plan, that an eligible retired employee and/or the surviving spouse of a retired employee who becomes Medicare eligible through age or disability, with the exception of end-stage renal disease, must enroll in a Medicare Advantage insured plan or similar plan offered through Niagara County, but may select another available plan at open enrollment.**
- B. Retirees, but not their spouse, will be reimbursed biannually for Medicare Part B premiums.**
- 2. Retirees hired subsequent to ratification of this agreement (3/22/2016) shall be eligible for Niagara County Healthcare Plan coverage upon retirement from continuous full-time service as follows:**

Years of County Service	Contribution by Retiree
<b>Fewer than 10 years</b>	<b>100% paid by retiree</b>
<b>10 years but fewer than 15 years</b>	<b>75% paid by retiree</b>
<b>15 years but fewer than 20 years</b>	<b>50% paid by retiree</b>
<b>20 years or more</b>	<b>20% paid by retiree</b>

- A. It is required, that as an ongoing condition of eligibility for medical insurance through the Niagara County Healthcare Plan, that an eligible retired employee and/or the surviving spouse of a retired employee who becomes Medicare eligible through age or disability, with the exception of end-stage renal disease, must enroll in a Medicare Advantage insured plan or similar plan offered through Niagara County.**
- B. No reimbursement for cost of Medicare B premium for employees hired subsequent to ratification of this agreement (3/22/2016).**
- 3. Retirement shall be defined as retirement under the New York State Retirement System**

4. All prior retirees will maintain healthcare coverage based on the contract in force at the time of retirement. Eligibility for the spouse of a retiree is limited to the retiree's legal spouse at the time of retirement.

#### SECTION 8: CONTINUATION OF BENEFITS

Healthcare shall continue for the surviving spouse and eligible dependents of a **NCDSA member** who is killed in the line of duty, for a period of up to eighteen (18) months, so long as the surviving spouse does not remarry, upon the same terms and conditions as were provided the employee.

#### SECTION 9: OTHER

When an active employee and/or spouse turns sixty-five (65) years of age, they must choose between Medicare and their then current healthcare coverage as their primary healthcare coverage. The County cannot provide any type of supplemental "over 65" coverage (re. Federal Tax and Responsibility Act, TEFRA, of 1982).

#### SECTION 10: DENTAL PLAN

The County will furnish the Nova Dental Plan to each member of the bargaining unit. The maximum total benefit available under the plan is \$1,000 per eligible member, excluding the Class D Orthodontia coverage.

### ARTICLE 18 RETIREMENT POLICIES

The County agrees to continue to provide New York State Retirement Plan 89b for **Correction Officers** (25 year option) for all eligible employees. The County shall provide the twenty-five year career plan, Section 75-G with Riders 41-J and 60-B, in accordance with the Retirement and Social Security Law. If New York State passes legislation creating a new retirement system designed specifically for **Correction Officers** and/or Dispatchers during the length of this contract, the Union will be permitted to reopen negotiations on this specific issue only.

### ARTICLE 19 SAFETY

The County shall continue to make reasonable and necessary provisions for the safety and health of its employees during their hours of employment. All employees covered by this Contract 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 Association to assist in the elimination and prevention of unsafe and unhealthy working conditions and practices, and jointly to assist in the prevention of accidents.

ARTICLE 20  
IN-SERVICE TRAINING OR SCHOOLING

Each employee covered by this Contract is eligible to receive up to six (6) hours per month or a total of twenty-four (24) hours per year for in-service training or schooling as assigned or required by the Sheriff. The twenty-four (24) hours of in-service training shall be compensated at the rate of two-times his/her hourly rate.

Payment for in-service training or schooling shall be paid as part of the employee's bi-weekly salary which will be added to the employee's annual salary as set forth in the salary schedule contained in the Appendices of this Contract.

Each employee agrees to participate in a mandatory twenty-four (24) hours of training. The Sheriff or his designee will schedule such training and will provide opportunities for employees to meet the mandatory level/hours of training. Should an employee be required by the Sheriff or his designee to exceed the twenty-four hours of mandatory training, such employee shall be compensated at time and one-half his hourly rate.

Should an employee fail to complete the twenty-four (24) hours of mandatory training, the employer will withhold the amount of pay equivalent to the amount of training not completed. For the purpose of this provision, in-service training or schooling shall be defined as training or schooling conducted within Niagara County by the Niagara County Sheriff's **Office**.

Employees may be disciplined for not attending required mandatory training pursuant to this Article. For a first violation of non-attendance at a mandatory training session, an employee will be subject to a written warning. The second incident of non-attendance at a mandatory training session shall subject an employee to a written reprimand, including, but not limited to, insubordination. The third incident of non-attendance and any future incidents of non-attendance at mandatory training shall subject any employee to time off without pay.

ARTICLE 21  
UNIFORM MAINTENANCE ALLOWANCE

All employees shall receive a \$500 uniform maintenance allowance payable each January. However, if an employee retires, resigns or terminates employment or is on leave of absence for any reason, the uniform maintenance allowance shall be prorated for those months during the calendar year that he or she was employed and a final adjustment shall be made in the employee's last paycheck.

ARTICLE 22  
FEDERAL-STATE FUNDING

In the event a program or project is funded either by federal 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, employees employed under such programs or projects may be eliminated or abolished by the County without consideration of the Layoff or Recall procedure nor shall it be considered as a violation of any rights under this Agreement.

ARTICLE 23  
NIAGARA COUNTY CODE OF ETHICS

Although the Niagara County Deputy Sheriff's Association recognizes the revised Code of Ethics of Niagara County, this recognition in no way is to be construed as a waiver of individual or Union rights pursuant to this Agreement and/or under any applicable statute.

ARTICLE 24  
FIXED POST ASSIGNMENTS

The Sheriff recognizes the following job assignments as integral to the orderly operations of the Department and so shall be staffed by Corrections Division personnel pursuant to all applicable Civil Service requirements for a **Correction Officer** and/or **Correction Sergeant**:

1. Lobby Officer
2. Visiting Officer
3. Visiting Escort Officer
4. Inmate Processing Officer
5. Programs Officer
6. Recreation Officer
7. Central Control Officer
8. Unit Control Officer
9. Records Officer
10. Classification Officer
11. Training Officer
12. Peace Officer

This recognition in no way precludes the Sheriff or his designee from determining staffing numbers for these posts and subsequent shift times. These decisions are exclusively the right of the Sheriff or his designee pursuant to contractual requirements.

The Sheriff or his designee shall post notices of vacancies in and/or newly created fixed-post positions within the Department. Postings will be conspicuously placed throughout the facility for a period of not less than ten (10) consecutive days.

When such vacancies are announced as provided herein, employees who wish to be considered for appointment or transfer to such vacancies shall be required to request such appointment or transfer. Such request must be filed with the appointing authority within the ten (10) days following the announcement of the vacancy.

ARTICLE 25  
JOINT LABOR RELATIONS COMMITTEE

To facilitate communications between the County and the Union and to promote a climate conducive to constructive employee relations, a joint labor relations committee shall be established to discuss problems of mutual concern such as, but not limited to, training, manpower, or conditions of employment. The union members shall consist of the Union Executive Committee. The County members shall consist of the Sheriff, the Undersheriff and any non-bargaining unit person selected by the Sheriff. Committee meetings shall be held upon

the request of either party. The time, date, and location of such meeting shall be made in advance with an agenda being submitted at least one (1) week prior to the mutually agreed upon date. The meeting shall be held at reasonable hours mutually agreed upon by the parties.

The Labor Relations Committee will not be a substitute for the formal grievance procedure of collective bargaining. It shall be the intent of such meetings that there will be fewer issues to consider in the grievance procedure and bargaining.

The Joint Labor Relations Committee meetings shall be held in good faith. This Committee shall have no power to contravene any provision of this Agreement.

ARTICLE 26  
PART-TIME PERMANENT EMPLOYEES/SEASONAL EMPLOYEES

The County will limit the employment of part-time permanent employees. The County agrees to fill full-time permanent vacancies with full-time permanent employees. The County agrees to employ no more than **twenty-seven (27)** part-time permanent employees annually **to perform bargaining unit work, which work shall include but not be limited to, correction officer and dispatch duties. Of this total, not more than twenty (20) part-time positions shall be Correction Officers.** Part-time permanent employees shall be hired and employed in accordance with Civil Service Law. Notwithstanding the provisions above, this Article does not apply to seasonal and/or summer employees, except as modified below.

The County shall be able to employ retired Correctional Officer Personnel in the capacity of a part-time permanent **Correction** Officer, at step five (5), of the current year's full-time permanent wage scale. The County shall be able to employ retired Civilian Dispatcher personnel in the capacity of a part-time permanent Civilian Dispatcher, at step five (5), of the current year's full-time permanent wage scale.

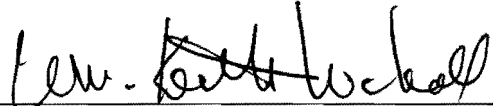
The County will limit the number of seasonal employees, used in the capacity of **Correction** Officer, to twelve (12) per calendar year.

ARTICLE 27  
MOBILE COMMAND POST


If the Mobile Command Unit is used for an emergency situation, one (1) Dispatcher will be assigned to the Unit as long as the emergency situation is deemed to exist. In the event of such assignment, the provisions of Article XVII, Section 8 shall apply.




IN WITNESS WHEREOF, THE PARTIES SET THEIR HANDS AND SEALS THIS  
29 DAY OF April, 2016

  
WILLIAM K. MCNALL, CHAIRMAN  
NIAGARA COUNTY LEGISLATURE

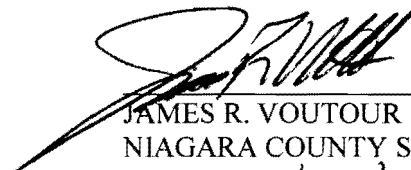
Date: 4/29/16

  
JEFFERY J. NEWMAN, PRESIDENT  
NIAGARA COUNTY DEPUTY  
SHERIFF'S ASSOCIATION

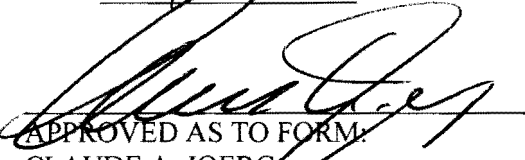
Date: 4-27-16

  
RICHARD E. UPDEGROVE  
NIAGARA COUNTY MANAGER

Date: 4-26-16

  
JAMES R. VOUTOUR  
NIAGARA COUNTY SHERIFF

Date: 4/27/16

  
APPROVED AS TO FORM  
CLAUDE A. JOERG  
NIAGARA COUNTY ATTORNEY

Date: 4/29/2016

APPENDIX A

EFFECTIVE JANUARY 1, 2015

Correction Officer	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
	16.43	21.05	23.64	26.24	28.83	
	STEP 10	STEP 14	STEP 20	STEP 25		
	29.30	29.47	29.68	29.92		
Dispatcher	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	16.43	19.48	20.60	21.76	22.93	23.61
	STEP 10	STEP 14	STEP 20	STEP 25		
	24.09	24.25	24.48	24.67		
Senior Dispatcher	STEP 1	STEP 10	STEP 14	STEP 20	STEP 25	
Correction Sergeant	26.27	26.73	26.96	27.15	27.39	
Correction Captain	32.02	32.50	32.71	32.92	33.15	
Administrative Asst.	35.25	35.71	35.93	36.12	36.33	
	35.25	35.71	35.93	36.12	36.33	

APPENDIX B

EFFECTIVE JANUARY 1, 2016

Correction Officer	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
	16.76	21.47	24.11	26.76	29.41	
	STEP 10	STEP 14	STEP 20	STEP 25		
	29.89	30.06	30.27	30.52		
Dispatcher	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	16.76	19.87	21.01	22.20	23.39	24.08
	STEP 10	STEP 14	STEP 20	STEP 25		
	24.57	24.74	24.97	25.16		
Senior Dispatcher	STEP 1	STEP 10	STEP 14	STEP 20	STEP 25	
	26.80	27.26	27.50	27.69	27.94	
Correction Sergeant	32.66	33.15	33.36	33.58	33.81	
<b>Correction Lieutenant*</b>	34.31	34.79	35.01	35.21	35.43	
Correction Captain	35.96	36.42	36.65	36.84	37.06	
Administrative Asst.	35.96	36.42	36.65	36.84	37.06	

\* Title added 3/27/2016

APPENDIX C

EFFECTIVE JANUARY 1, 2017

Correction Officer	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
	17.10	21.90	24.59	27.30	30.00	
	STEP 10	STEP 14	STEP 20	STEP 25		
	30.49	30.66	30.88	31.13		
Dispatcher	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	17.10	20.27	21.43	22.64	23.86	24.56
	STEP 10	STEP 14	STEP 20	STEP 25		
	25.06	25.23	25.47	25.66		
Senior Dispatcher	STEP 1	STEP 10	STEP 14	STEP 20	STEP 25	
	27.34	27.81	28.05	28.24	28.50	
Correction Sergeant	33.31	33.81	34.03	34.25	34.49	
<b>Correction Lieutenant</b>	35.00	35.49	35.71	35.91	36.14	
Correction Captain	36.68	37.15	37.38	37.58	37.80	
Administrative Asst.	36.68	37.15	37.38	37.58	37.80	

APPENDIX D

EFFECTIVE JANUARY 1, 2018

Correction Officer	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
	17.44	22.34	25.08	27.85	30.60	
	STEP 10	STEP 14	STEP 20	STEP 25		
	31.10	31.27	31.50	31.75		
Dispatcher	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	17.48	20.73	21.91	23.15	24.40	25.11
	STEP 10	STEP 14	STEP 20	STEP 25		
	25.62	25.80	26.04	26.24		
Senior Dispatcher	STEP 1	STEP 10	STEP 14	STEP 20	STEP 25	
	27.96	28.44	28.68	28.88	29.14	
Correction Sergeant	33.98	34.49	34.71	34.94	35.18	
<b>Correction Lieutenant</b>	35.70	36.20	36.42	36.63	36.86	
Correction Captain	37.41	37.89	38.13	38.33	38.56	
Administrative Asst.	37.41	37.89	38.13	38.33	38.56	

APPENDIX E

EFFECTIVE JANUARY 1, 2019

Correction Officer	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
	17.88	22.90	25.71	28.55	31.37	
	STEP 10	STEP 14	STEP 20	STEP 25		
	31.88	32.05	32.29	32.54		
Dispatcher	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	17.92	21.25	22.46	23.73	25.01	25.74
	STEP 10	STEP 14	STEP 20	STEP 25		
	26.26	26.45	26.69	26.90		
Senior Dispatcher	STEP 1	STEP 10	STEP 14	STEP 20	STEP 25	
	28.66	29.15	29.40	29.60	29.87	
Correction Sergeant	34.83	35.35	35.58	35.81	36.06	
<b>Correction Lieutenant</b>	36.59	37.11	37.33	37.55	37.78	
Correction Captain	38.35	38.84	39.08	39.29	39.52	
Administrative Asst.	38.35	38.84	39.08	39.29	39.52	

APPENDIX F  
NIAGARA COUNTY JAIL

Overtime Guidelines

Overtime assignments as it pertains to this appendix are specifically relegated to overtime assignment needs as determined by tour operation functions mandated by minimum staffing requirements. Special overtime assignments shall be defined as per the collective bargaining agreement definition.

Overtime assignments shall be distributed in accordance to the contract between the County of Niagara, and the Niagara County Deputy Sheriff's Association. The purpose of the following guidelines is to address overtime issues that are not specifically dealt with in the contract. Be advised that these guidelines are subject to change in the event of unforeseen circumstances (i.e. dramatic rise/fall in the inmate population, change in staffing numbers, etc.) If it becomes necessary to adjust these guidelines, staff will be notified at least 10 days in advance.

1. By no later than Thursday of each week, **Tour Supervisors/Senior Dispatchers** shall determine the amount of manpower needed to staff their Tour for the following work week (work week shall be recognized as Sunday through Saturday).
2. Upon receiving the list of manpower vacancies from each Tour, a **Tour Supervisor/Senior Dispatcher** shall generate a master list that incorporates the vacancies for all three Tours.
3. Each week, at a time designated by the Jail/**Dispatch** Administration, a **Tour Supervisor/Senior Dispatcher** or his/**her** designee shall call for overtime to fill the vacancies on each Tour. The overtime list shall start from where it was left off from the last time it was utilized (no separate list). The **Tour Supervisor/Senior Dispatcher** shall offer overtime in blocks of 8 hours, and 4 hours, depending on what is available. **Officers/Dispatchers** are permitted to take up to 8 hours per call (if available).
  - a. The overtime list shall be established the first day of January each year, and shall be set up with the eligible **Officer/Dispatcher** having the most seniority at the top of the list, followed by the next senior **Officer/Dispatcher** and so on until the list is completed with the **Officer/Dispatcher** having the least seniority appearing on the bottom of the list.
  - b. In the event the designated weekly call time is changed, the new time shall be announced at Tour briefings, and posted on the Jail/**Dispatch** website.
4. As the overtime slots are filled, the **Tour Supervisor/Senior Dispatcher** shall write down which **Officer/Dispatcher** has filled which slot. This process shall continue until all available slots are filled, or the list has circulated back to the first name that was called.

- a. If any overtime slots remain, any **Officer/Dispatcher** who desires additional overtime may call the **Tour Supervisor/Senior Dispatcher** at a time designated by the Jail/**Dispatch** Administration (on a first come, first served basis), and take an additional 8 hours of overtime. If an **Officer/Dispatcher** did not take any overtime during the first calling, he/she is entitled to take 16 hours of overtime during the call-back period.
5. In the event that all scheduled overtime is not filled, the available slots must be covered with unscheduled overtime call-in procedures.
6. Any unscheduled overtime that is incurred during the work week (i.e. cover a sick day, hospital coverage, etc.) and overtime as specified in #5, will be covered by utilizing the “overtime wheel”. The wheel will start on the next name where the scheduled overtime ended.
7. The overtime wheel will be utilized in the following manner:

The individual calling for overtime shall start calling from the point specified in #6 above. The caller shall move down the list until the slot is filled, documenting each person he/she called. Once the caller has filled the slot, he/she shall document where the list ended. The next time the list is utilized, the starting point shall be the next name after the previous ending point.

- a. After contacting each **Officer/Dispatcher** on the overtime list, the individual calling for overtime shall make the following notations next to the **Officer’s/Dispatcher’s** name:
  1. The time the call was placed.
  2. The disposition of the call (i.e. accepted 4 hours, refused, not home, etc.).
  3. The **Officer/Dispatcher** calling will make a notation of his/her name and badge number on the list that they are calling from, and the hours available.
8. In the event that an overtime slot cannot be filled utilizing scheduled, or unscheduled overtime, and the **Tour Supervisor/Senior Dispatcher** has exhausted all options to fill the slot, mandatory overtime procedures will be implemented.
  - a. In the event mandatory overtime is necessary, the **Officer/Dispatcher** currently on duty with the least seniority shall be obligated to stay and work either the 4, or 8 hour slot.
  - b. The **Tour Supervisor/Senior Dispatcher** will document when an **Officer/Dispatcher** has been mandated to work overtime, and that **Officer/Dispatcher** cannot be mandated to work overtime again until all



other **Officers/Dispatchers** on that Tour have also been mandated to work overtime.

- c. **An Officer/Dispatcher will be given credit for a force as soon as his/her immediate supervisor properly notifies them they are forced.**

9. Additional Guidelines

- a. All full-time employees are eligible to work overtime assignments as determined by tour operation functions mandated by minimum staffing requirements and their name shall appear on the overtime list, with exception to the following:
  - 1. The employee elects to add or remove his/her name from the overtime lists by submitting a written request to their **Tour Supervisor/Senior Dispatcher**.
  - 2. An employee is off work due to a leave (paid or unpaid) due to sickness, FMLA or other full or limited disability leave whereby the member cannot perform duties required by his job description.
  - 3. The employee is attending SCOC training academy, or any other training course that has been authorized by the department (lasting more than 1 week).
- b. Leave days (vacation, E-days) must be submitted at least eight (8) days in advance. Exceptions to this would be personal days, comp time and holidays, which may be utilized in accordance to the contract (48 hours in advance, for personal days, comp time and holidays).
  - 1. If an **Officer/Dispatcher** who has exhausted his/her holidays, comp time and personal days needs to utilize leave time with less than an eight (8) day notice, he must request and get approval from his/her Tour Captain/**Dispatch Captain**.
- c. Overtime shall not be offered to employees who are in attendance at a mandatory in-service training (in other words, do not interrupt training classes to offer overtime). An employee can be offered overtime upon their departure from the training, if their name is next on the overtime list.
- d. No employee shall work more than 16 consecutive hours. If an employee is offered overtime hours that would put him/her over the 16 hour limit, he/she cannot accept the overtime hours.
- e. If an employee is on a leave day (vacation, holiday, personal day, etc.) he/she cannot work overtime on his/her own tour. The employee is eligible to work overtime on a tour other than his/her own.

- f. When emergency overtime is required (i.e. last second shift shortage), the overtime list can be bypassed and overtime would be offered on a “first come/first served” basis.
  - 1. If emergency overtime is needed, the **Tour Supervisor/Senior Dispatcher** shall provide documentation as to the circumstances that necessitated the overtime.
  
- g. In the event an employee utilizes a sick day, he/she is not eligible to accept an overtime assignment within a 24 hour period of time from the start of the Tour he/she called in sick for. For example, if an employee called in sick for the 4-12 Tour on Monday, he/she would not be eligible to work overtime until the 4-12 Tour on Tuesday.

**APPENDIX G**

**HEALTHCARE BENEFIT SUMMARY**

<b>NIAGARA COUNTY HEALTH PLAN, ADMINISTERED BY NOVA</b>			
<p><b>Plan Design/Benefits:</b> Below is a grid showing significant healthcare items and benefit levels with corresponding member cost, if any, and County cost. This is not meant to be an all-inclusive list of benefits and plan rules in the future Niagara County Healthcare Plan. A Summary Plan Description (“SPD”) will contain all plan benefits.</p> <p><b>Initial Plan Years / 2009 –</b> The Niagara County Health Plan shall be administered by NOVA through the Independent Health Network on a self-funded basis.</p>			
<p>All Plan services listed below as “In Network Services” and corresponding patient responsibility require use of participating providers. The Plan’s network includes inpatient and emergency care provided at all hospitals in the eight counties of Western New York and access to networks outside of the eight Western New York Counties.</p> <p>Out-of-network services may be obtained, but are subject to an out-of-network deductible, co-insurance and out-of-pocket maximums. Please see summary below under “Out-of-Network Services” for details.</p> <p>Any covered services may be obtained from any provider or hospital without referral.</p>			
<i>Category</i>	<i>Premium Plan</i>	<i>Core Plan</i>	<i>Value Plan</i>
<b>In-Network Services</b>			
<b>Allergy Injections</b>	\$10 copay, if administered in office.	\$15 copay, if administered in office.	\$20 copay, if administered in office.
<b>Allergy Testing</b>	\$10 copay	\$15 copay	\$20 copay
<b>Ambulance</b> <i>Must be medically necessary.</i>	\$50 copay	\$50 copay	\$50 copay
<b>Anesthesia</b>	Covered in full.	Covered in full.	Covered in full.
<b>Assistant Surgeon</b>	Covered in full.	Covered in full.	Covered in full.
<b>Blood, Blood Plasma, and Oxygen</b>	Covered in full.	Covered in full.	Covered in full.
<b>Cardiac Rehabilitation</b> <i>Limited to 24 visits, per calendar year, per member. Additional visits may be approved based on medical necessity. Treatment plan must be pre-approved.</i>	\$10 copay	\$15 copay	\$20 copay

**NIAGARA COUNTY HEALTH PLAN, ADMINISTERED BY NOVA**

<p><b>Chiropractic Care</b></p> <p><i>Limited to 15 visits per calendar year. Additional visits may be approved based on medical necessity.</i></p>	\$10 copay	\$15 copay	\$20 copay
<p><b>Diabetic Equipment</b></p> <p><i>Glucometer, insulin pump, etc.</i></p>	Lesser of RX copay or office visit copay	Lesser of RX copay or office visit copay	Lesser of RX copay or office visit copay
<p><b>Diabetic - Insulin</b></p>	RX copay	RX copay	RX copay
<p><b>Diabetic Supplies</b></p> <p><i>Test strips, needles, etc.</i></p>	Lesser of RX copay or office visit copay	Lesser of RX copay or office visit copay	Lesser of RX copay or office visit copay
<p><b>Durable Medical Equipment and Supplies</b></p> <p><i>Must be deemed medically necessary.</i></p>	20% copay	20% copay	20% copay
<p><b>Emergency Room Physician</b></p> <p><i>Included in payment from emergency room.</i></p>	Covered in full.	Covered in full.	Covered in full.
<p><b>Emergency Room Treatment of an Accidental Injury</b></p> <p><i>For services rendered within 72 hours after onset of accident. Worldwide emergency use, including physician fees. Copay waived if admitted.</i></p>	\$35 copay	\$35 copay	\$35 copay
<p><b>Emergency Room Treatment of the Sudden Onset of a Life-Threatening Illness</b></p> <p><i>Worldwide emergency use including physician fees for life-threatening emergencies. Copay waived if admitted.</i></p>	\$35 copay	\$35 copay	\$35 copay
<p><b>Enteral Formulas / Nutritional Supplements</b></p> <p><i>Limited to annual maximum of \$2,500. Must be medically necessary. Subject to prior-authorization.</i></p>	Covered in full.	Covered in full.	Covered in full.
<p><b>Home Healthcare</b></p> <p><i>365 visits per member, per calendar year. Subject to prior-authorization.</i></p>	\$10 copay per visit.	\$15 copay per visit.	\$20 copay per visit.

**NIAGARA COUNTY HEALTH PLAN, ADMINISTERED BY NOVA**

<p><b>Hospice</b></p> <p><i>Limited to 210 days lifetime.</i></p>	Covered in full.	Covered in full.	Covered in full.
<p><b>Hospital Outpatient Surgical Facility</b></p>	\$10 copay	\$15 copay	\$75 copay
<p><b>Hospital Physician Visits (Non-Mental Illness / Substance Abuse Diagnosis)</b></p>	Covered in full.	Covered in full.	Covered in full.
<p><b>Hospital Physician Visits (Mental Illness Diagnosis)</b></p> <p><i>Limited to 30 days per member, per calendar year, for acute care.</i></p>	Covered in full.	Covered in full.	Covered in full.
<p><b>Hospital Physician Visits (Alcohol Substance Abuse Diagnosis)</b></p> <p><i>Limited to 30 days per member, per calendar year for acute care.</i></p>	Covered in full.	Covered in full.	Covered in full.
<p><b>Hospital Room &amp; Board and Ancillary Services (Non-Mental Illness / Substance Abuse Diagnosis)</b></p> <p><i>Limited to 365 days per member, per calendar year.</i></p>	Covered in full.	Covered in full.	Covered in full.
<p><b>Hospital Room &amp; Board and Ancillary Services (Mental Illness Diagnosis)</b></p> <p><i>Limited to 30 days per member, per calendar year, for acute care.</i></p>	Covered in full.	Covered in full.	Covered in full.
<p><b>Hospital Room &amp; Board and Ancillary Services (Alcohol Substance Abuse Diagnosis)</b></p> <p><i>Limited to 30 days per member, per calendar year for detoxification. Inpatient rehabilitation is not covered.</i></p>	Covered in full.	Covered in full.	Covered in full.
<p><b>Infertility Treatment</b></p> <p><i>Includes diagnostic, lab, and surgical services. Limited to patients between the ages of 21 and 45.</i></p> <p><i>Does not include services for conception, such as in-vitro fertilization, gamete intrafallopian tube transfers, or zygote intrafallopian tube transfers.</i></p>	Same as any other illness.	Same as any other illness.	Same as any other illness.

**NIAGARA COUNTY HEALTH PLAN, ADMINISTERED BY NOVA**

<b>Insulin</b>	RX copay	RX copay	RX copay
<b>Laboratory (including venipuncture)</b>	Covered in full.	Covered in full.	Covered in full.
<b>Mammography (Routine)</b> <i>One routine mammogram per calendar year.</i>	\$10 copay	\$15 copay	\$20 copay
<b>Maternity</b>	Covered in full.	Covered in full.	Covered in full.
<b>Mental Illness – Outpatient Treatment</b> <i>Limited to 30 visits per member, per calendar year.</i>	\$10 copay	\$15 copay	\$20 copay
<b>Office Visits</b>	\$10 copay	\$15 copay	\$20 copay
<b>Organ Transplants</b> <i>Must be prior-authorized.</i>	Same as any other illness.	Same as any other illness.	Same as any other illness.
<b>Pap Smear (Routine)</b> <i>Limited to one per covered female over age 18, per calendar year.</i>	Covered in full.	Covered in full.	Covered in full.
<b>Physical, Speech and Occupational Therapy</b> <i>20 aggregate visits per person, per calendar year. Additional visits may be approved based on medical necessity.</i>	\$10 copay	\$15 copay	\$20 copay
<b>Podiatry</b> <i>Must be medically necessary; routine foot care is not covered.</i>	\$10 copay	\$15 copay	\$20 copay
<b>Pre-Admission Testing</b> <i>For services rendered within 7 days of admission.</i>	Covered in full.	Covered in full.	Covered in full.

**NIAGARA COUNTY HEALTH PLAN, ADMINISTERED BY NOVA**

<p><b>Prescription Drugs Generic / Formulary</b></p> <p><i>Up to 30 day supply of drugs is provided on each occasion the prescription is filled or refilled. Contraceptives included.</i></p>	<p>\$7 – 2 Tier</p> <p>3<sup>rd</sup> Tier - Member pays the difference</p>	<p>\$5/\$15/\$35</p> <p>See formulary for any prior-authorization requirements.</p>	<p>\$7/\$25/\$40</p> <p>See formulary for any prior authorization requirements.</p>
<p><b>Prescription Drugs Mail Order</b></p> <p><i>One copay per 30-day supply. Up to 90 day supply is provided on each occasion the prescription is filled or refilled.</i></p>	<p>\$7 – 2 Tier</p> <p>3<sup>rd</sup> Tier - Member pays the difference</p>	<p>\$5/\$15/\$35</p> <p>See formulary for any prior-authorization requirements.</p>	<p>\$7/\$25/\$40</p> <p>See formulary for any prior authorization requirements.</p>
<p><b>Private Duty Nursing</b></p> <p><i>Must be prior-authorized.</i></p>	<p>\$10 copay</p>	<p>\$15 copay</p>	<p>\$20 copay</p>
<p><b>Prosthetic Devices &amp; Orthotic Appliances</b></p> <p><i>Foot orthotics is limited to one pair per calendar year. Internal and post-mastectomy prosthetics are covered in full. 20% copay for external prosthetics.</i></p>	<p>20% copay</p>	<p>20% copay</p>	<p>20% copay</p>
<p><b>Radiation and Chemotherapy</b></p>	<p>\$10 copay</p>	<p>\$15 copay</p>	<p>\$20 copay</p>
<p><b>Reconstructive Surgery</b></p> <p><i>Covered when medically necessary. Elective cosmetic surgery is not covered.</i></p>	<p>Covered in full.</p>	<p>Covered in full.</p>	<p>Covered in full.</p>
<p><b>Routine Adult Physical</b></p> <p><i>Limited to one visit per member, per calendar year.</i></p>	<p>\$10 copay</p>	<p>\$15 copay</p>	<p>\$20 copay</p>
<p><b>Routine Adult (GYN)</b></p> <p><i>Limited to one visit per member, per calendar year. Includes office visit and ancillary services.</i></p>	<p>\$10 copay</p>	<p>\$15 copay</p>	<p>\$20 copay</p>
<p><b>Second Surgical Opinion</b></p>	<p>\$10 copay</p>	<p>\$15 copay</p>	<p>\$20 copay</p>
<p><b>Specialist Office Visit</b></p>	<p>\$10 copay</p>	<p>\$15 copay</p>	<p>\$20 copay</p>

<b>NIAGARA COUNTY HEALTH PLAN, ADMINISTERED BY NOVA</b>			
<b>Substance Abuse (Outpatient Treatment)</b> <i>Limited to 60 visits per member, per calendar year.</i>	\$10 copay	\$15 copay	\$20 copay
<b>Surgical Expenses</b>	Covered in full.	Covered in full.	Covered in full.
<b>Skilled Nursing Facility</b> <i>Excludes custodial care, must be admitted within 30 days of hospital discharge.</i>	Covered in full for 50 days per calendar year.	Covered in full for 50 days per calendar year.	Covered in full for 50 days per calendar year.
<b>Temporomandibular Joint Disorder (TMJ)</b>	Coverage limited to \$150 maximum lifetime allowance for evaluation and diagnostic testing. An additional allowance of \$300 will be provided for appliance therapy. No other charges, including hospital charges, in connection with TMJ will be covered.		
<b>Urgent Care Center Visit</b>	\$10 copay	\$15 copay	\$20 copay
<b>Well Child Care Including Immunizations</b>	Covered in full, based on AMA guidelines.	Covered in full, based on AMA guidelines.	Covered in full, based on AMA guidelines.
<b>Wellness Program Discount</b>	Discounts available as found in the Wellness Discounts Directory 2005 Edition. Please verify discounts with Independent Health before use as they are subject to change based on arrangements between Independent Health and the provider.  Initial offer of one-year. Utilization will be reviewed for this benefit in the second year on the collective bargaining agreement.		
<b>X-Rays and Diagnostic Testing</b>	\$10 copay	\$15 copay	\$20 copay
<b>Unmarried, Dependent Children</b>	All eligible, unmarried children up to the age of 25, regardless of student status.		
<b>Vision Services (Benefits based on the use of participating providers)</b>			
<b>Exam with Dilation as Necessary</b>	\$10 copay		
<b>Frames</b>	\$0 copay, limited to \$100 allowance for any frame. 20% discount on balance over \$100.00		
<b>Standard Plastic Lenses</b>	Single Vision: \$0 copay Bifocal: \$0 copay Trifocal: \$0 copay Lenticular: \$0 copay		



**NIAGARA COUNTY HEALTH PLAN, ADMINISTERED BY NOVA**

<b>Lens Options</b>	UV Coating: \$12 copay Tint (solid and gradient): \$8 copay Standard Scratch Resistance: \$12 copay Standard Polycarbonate: \$30 copay Standard Progressive (add on to Bifocal): \$45 copay Standard Anti-Reflective: \$35 copay Other Add-Ons & Services: 20%		
<b>Contact Lenses</b> <i>Includes fit, follow-up and materials.</i>	Conventional: \$0 copay; 15% discount off balance over \$75 Disposables: \$0 copay; member responsible for balance over \$75 Medically Necessary: \$0 copay; member responsible for balance over \$250		
<b>Laser Vision Correction</b>	15% off retail price or 5% off promotional price.		
<b>Frequency</b>	Examination: Once every 12 months Frames: Once every 12 months Lenses or Contact Lenses: Once every 12 months		
<b>Out-Of-Network Services</b>			
<b>Out-of-Network Deductibles, Co-Insurance and Out-of-Pocket Maximums</b>  <i>Reimbursed at the fee schedule for eligible hospital and medical services. Patient is responsible for the amounts that exceed the schedule of allowance. Out-of-pocket expenses do not include amounts in excess of fee schedule, copays and deductible.</i>	<b>Out-Of-Network:</b> Deductible: \$250/\$500 Co-Insurance: 75%/25% Out-of-Pocket Max: \$2,000/\$4,000	<b>Out-Of-Network:</b> Deductible: \$250/\$500 Co-Insurance: 75%/25% Out-of-Pocket Max: \$2,000/\$4,000	<b>Out-Of-Network:</b> Deductible: \$250/\$500 Co-Insurance: 75%/25% Out-of-Pocket Max: \$2,500/\$5,000

APPENDIX H

NIAGARA COUNTY (“County”)

NIAGARA COUNTY DEPUTY SHERIFF’S ASSOCIATION (“Union”)

HEALTHCARE WAIVER AGREEMENT

(a) Waiver

I, \_\_\_\_\_, an employee of Niagara County, do hereby agree to waive my right to healthcare coverage under the terms of the Collective Bargaining Agreement between the County and the Union. I certify that I am currently covered by adequate healthcare coverage 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, pursuant to Article 17 for waiver of the individual or family plan.

I state that I am not a covered participant under my spouse’s Niagara County Healthcare Plan or that my spouse is not an employee of Niagara County.

(b) Reinstatement of Healthcare Coverage

I understand that I may elect, at any time during the year, to reinstate my healthcare 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 healthcare coverage, followed by an election to reinstate such coverage is limited to once per year, and is subject to the rules and procedures of the carrier.

(c) Prorated Waiver Payments

(1) Waiver for Full Year – If I drop healthcare coverage by the end of December and do not reinstate it for the entire calendar year following, I will receive 50% of my waiver sum in July and the remaining 50% the following January.

(2) Waiver for Less Than Full Year – If I drop healthcare coverage before the 1<sup>st</sup> of any month, I will be credited with a full month for purposes of the waiver. I will thereafter receive 1/12 of the appropriate waiver sum for each month I waive healthcare coverage. Payment will be made in the last paycheck issued in July and any remainder due me as a result of my healthcare waiver for previous months shall be paid to me in the last paycheck issued in the following January.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee – Print Full Name

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness – Print Full Name