

AGREEMENT BETWEEN

NIAGARA COUNTY AND THE SHERIFF

OF THE COUNTY OF NIAGARA

AND

**USW INTERNATIONAL UNION ON BEHALF OF ITS
LOCAL 2001 NIAGARA COUNTY SHERIFF'S**

POLICE BENEVOLENT ASSOCIATION

2012-2013-2014-2015-2016-2017-2018-2019-2020-2021

POLICE BENEVOLENT ASSOCIATION –
COUNTY OF NIAGARA AGREEMENT

2012-2013-2014-2015-2016-2017-2018-2019-2020-2021

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THIS AGREEMENT, entered into by and between the County of Niagara, New York and the Sheriff of the County of Niagara, New York, hereinafter referred to as the "employer" or "County" and USW **International Union on behalf of its Local** 2001 Niagara County Deputy Sheriff's Police Benevolent Association, hereinafter referred to as the "Association" or "Local."

PURPOSE AND INTENT

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

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

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

Now, therefore, it is mutually agreed as follows:

ARTICLE 1 RECOGNITION

Section 1

The County hereby recognizes USW **Local** 2001 Niagara County Deputy Sheriffs Police Benevolent Association, hereinafter referred to as the "Association" or "Local" as the exclusive bargaining agent for deputized personnel in the Sheriff's **Office** which shall include the following titles:

Deputy Sheriff Forensic Chemist-Chief
Deputy Sheriff-Criminal Investigator
Deputy Sheriff-Forensic Chemist
Deputy Sheriff-Captain
Deputy Sheriff Lieutenant
Deputy Sheriff

All other personnel and titles in the Sheriff's **Office** are excluded from the bargaining unit and therefore the provisions of this Agreement.

Section 2

Seniority, wherever used in this Agreement, shall be defined as follows:

1. Members hired prior to January 1, 2002: Seniority date shall be the date employee began full-time service with the County of Niagara
2. Members hired after January 1, 2002: Seniority date shall be the date of appointment to the position of Deputy Sheriff/Police Officer

ARTICLE 2
DURATION

The provisions of this Agreement shall be effective for the years beginning January 1, **2012** through December 31, **2021**, unless specifically stated to be otherwise.

Either party may submit a request for negotiations on or before September 1, **2021** and the parties shall meet no later than October 1, **2021** to formulate a Negotiations Agenda.

The terms of this Contract shall remain in full force and effect until a successor Contract is reached, 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 aforesaid membership dues shall be remitted promptly by the County to the International Treasurer of the USW International Union or its successor at Five Gateway Center, Pittsburgh, PA 15551.

Section 3:

The Association shall hold harmless the employer from any claim that may arise as a result of the Employer's action in deduction of dues.

Section 4:

USW **Local** 2001 Niagara County Deputy Sheriff's Police Benevolent Association, having been recognized as the exclusive representative for all employees included in the collective 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 within 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 monies in the same form and manner that he or she is now 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 be determined by a court of competent jurisdiction to be in violation of an federal, state or local law, or if adherence to or enforcement of any provision of this Agreement be restrained by a court of competent jurisdiction, then the remaining provisions of this Agreement shall not be affected. The Parties agree to immediately commence negotiations on the impact of such deleted provision.

This Contract may not be modified in whole or in part, except by an instrument in writing, duly executed by the parties. No departure from any provision of this Contract shall be construed as a continuing waiver of the right to enforce this or any other provision.

ARTICLE 5
MANAGEMENT RIGHTS

The Association 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 a drug/alcohol test of an employee where reasonable suspicion exists.

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) determine the number of employees required to be employed, laid off or discharged; (3) determine the qualifications for employees; (4) determine the starting and quitting time and the reasonable hours to be worked by its employees; (5) make any and all reasonable rules and regulations; (6) determine the work assignments of its employees; (7) determine the basis for selection, retention, and promotion of employees to or for occupations within the bargaining unit established by this Agreement; (8) determine the type of equipment and the sequence of work processes; (9) determine to make technological alterations by revising either processes or equipment; (10) determine work standards and the quality and quantity of work to be produced; (11) establish, expand, transfer and/or consolidate work and facilities; (12) transfer or sub-contract work; and (13) terminate or eliminate all or any part of its work or facilities.

The Association agrees, in recognition of management rights, not to request the Employer to bargain with respect to the foregoing during the term 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 practicable.

The utilization of any Step of this grievance procedure by any person or the Association shall constitute a waiver by such person or the Association of his 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 of this Contract has been violated.
- B. IMMEDIATE SUPERVISOR: means the administrator to whom the employee is directly responsible.
- C. WORKING DAYS: shall be defined as meaning Mondays through Fridays.

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 the Association fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the County's last answer. In the event that the County shall fail to supply the Association with its answer within the required time limits, the grievance shall be deemed automatically positioned for appeal at the next Step with the time limit for exercising said appeal commencing with the expiration of the County's time for answering.

Section 4: UNION STEWARDS:

The Association shall designate four (4) union stewards.

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: STEPS

Step 1: The grievant shall discuss the grievance with the immediate supervisor within twenty (20) 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 fifteen (15) 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 in which to reduce the grievance to writing and submit same to the 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 County's Director of Human Resources within ten (10) working days of the reply from Step 2, or failing such reply, ten (10) working 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 Association is not satisfied with the answer at Step 3, it may submit the grievance to arbitration. In the event that the Association does not accept in whole or in part the decision of the Human Resources Director or his designee, the unresolved issues shall be submitted to an arbitrator within ten (10) working days for binding arbitration. 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 the Public Employment Relations Board 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 in violation of the terms 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 which incurred them.

ARTICLE 7
DISCHARGE AND DISCIPLINE

Should there be cause for disciplinary action or discharge of an employee covered by this Agreement, said employee, upon request, shall be granted a fair hearing, at which said employee if he or she chooses, may be represented by an Officer of the Association at which time the charge(s) against him or her shall be set forth.

When an employee is the subject of discipline the employer will serve the charges and specifications upon the employee as required by Section 75 of the New York State Civil Service Law and the employee shall have ten (10) working days to respond in writing to said charges and specifications. A copy of said charges and specifications shall be served upon the Association at the same time as the employee. The employee may elect to accept the discipline set forth in said charges and specifications or he or she may elect to have the matter heard before an arbitrator as set forth in Section 5, Step 4 of Article 6, GRIEVANCE PROCEDURE, of this Agreement. The decision of the arbitrator shall be final and binding.

ARTICLE 8
SICK LEAVE

Section 1: POSTING OF SICK LEAVE

All absences (including tardiness) in any department must be noted for use in relation to the individual record and must be charged against the proper time credit reserves as indicated below. Department heads will publicly post, on a monthly basis, a record of sick leave.

Section 2: SICK LEAVE GENERALLY:

Employees shall be allowed sick leave credit at the rate of one (1) working day (8 hours) per month, which shall be cumulative to 210 days (1,680 hours). After this maximum accumulation is reached, the employee shall not earn any additional sick leave credit except to restore credit subsequently drawn for sick leave, thereby building up the credit to the 210 day (1,680 hour) maximum.

If an employee has reached the maximum sick leave accrual of 210 days (1,680 hours), any additional sick leave credit earned while at the maximum accumulation shall be added to the employee's compensatory time accrual, up to the maximum number of hours established for compensatory time accrual, in Article 13, section 16.

Calculations of sick leave shall be based on an annual period beginning January 1 of each year. 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 the 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.

For absence due to personal illness to be charged to accumulated sick leave, the employee must report such absence at least one (1) hour prior to the beginning of his/her work day, on the first working day of such absence, and on any subsequent work days. Absence for illness on Saturday shall not be charged to accumulated sick leave unless Saturday is designated as a workday for the employee.

Proof of illness: No verification from a physician is required for illness lasting up to four (4) days. In order to qualify for sick leave, proof of disability may be required to be provided by the employee that is satisfactory to the department head, for any illness lasting more than four (4) days. Presentation of a physician's verification in the proscribed form may be waived. Such certificate should be presented to the department head, in cases of protracted illness or disability, at the end of each month of continued absence. Abuse of sick leave privileges may be cause for disciplinary action.

In any case where a physician's verification of illness or disability is required, the employee must present a statement from a physician that the employee is able to return to work prior to such return.

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 Sheriff may request a physician's statement of illness from an employee if family illness causes an absence of the employee in excess of three (3) consecutive work days.

Section 3: DENTAL OR MEDICAL VISITS

Employees may use accumulated sick leave credits in one (1) hour increments for medical or dental visits subject to the approval of the immediate supervisor.

Section 4: SICK LEAVE EXTENSION:

Extension after all credits used: At the discretion of the department head and approval of the County Manager 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 after all sick days and vacation credits have been used. An additional period of three (3) months of leave at one-half (1/2) pay may be granted with the approval of the department head and the County Manager. In special instances, sick leave with one-half (1/2) pay may be further extended with the approval of the department head and the County Manager. 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 employment. No sick leave without pay in excess of eleven (11) months shall be granted unless the County Manager has obtained prior approval for such extension from the Niagara County Personnel Officer.

It will be necessary for the employee who is requesting additional sick leave to furnish to both the department head and the County Manager a documented medical certificate.

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

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

Any full time employee may convert up to five (5) sick days to cash per calendar year based on the following conditions:

1. An employee will be entitled to cash in one (1) sick day per calendar quarter if no sick time has been used in said calendar quarter.
2. An employee will be entitled to cash one (1) additional sick day per calendar year if no sick time has been used for said year.
3. Said payments will be made at the end of each calendar quarter.
4. 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 for thirty-three percent (33%) of full unused accumulated sick days that the employee has at the time of his or her retirement, the remaining days will be credited toward the 41J benefit. The amount of such payment shall be based on the employee's then current daily rate, pursuant to the applicable salary schedule.

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 New York State Retirement Law.

Section 7: SICK LEAVE

The County will pay any surviving spouse and/or dependent children 100% of any unused accumulated sick days that an employee has, should the employee die before said employee retires.

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 or her immediate family. Immediate family shall be defined as spouse, mother, father, sister, brother, children, grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, father or 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 days from the date of occurrence. In the event of the death of an aunt or uncle, spouse's grandparent, employee's niece or nephew, the employee shall be granted one (1) day off to attend the funeral. The funeral must be attended in order to receive full pay for such absence.

If special circumstances arise (for example: death out-of-state, delayed funeral arrangements, delayed travel arrangement or other documented, individualized needs), the four (4) day period may be adjusted by the **Sheriff** to meet the individualized, documented and reasonable needs of the employee for leave under this Section.

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 in 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) month 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 the 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 leaves(s) in accordance with the other provisions provided in this subdivision and/or this Article.

Section 3: MATERNITY LEAVE

Maternity leave shall be granted as governed by appropriate federal, state or local law.

Section 4: ADOPTIVE LEAVE

The employer shall grant an employee a leave of absence without pay upon request by such employee for the purpose of caring for an adoptive child. Such leave shall commence on the date of adoption and the request for such leave must be submitted no later than five (5) working days in advance whenever possible. The employee shall provide the department head with a copy of the notice of adoption and shall provide the department head with a written statement of the duration of his or her leave. The employer shall grant a leave for a period not to exceed six (6) months. An extension beyond the six (6) months may be requested if necessary and such request will not be unreasonably denied. No leave under this Section shall exceed a total of twelve (12) months.

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, and who is appointed to serve in a County position which is in the exempt class, non-competitive class or in the unclassified service, as defined by the Civil Service Law of the State, may in the discretion of the appointing authority, be granted a leave without pay during such appointment, for up to 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 or 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 position. Any employee who leaves the County service without an approved leave of absence shall lose 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 BUSINESS LEAVE

A full-time employee is entitled to three (3) days personal business leave annually, subject to the following conditions:

1. Personal business leave shall be deemed to mean a personal leave day to conduct personal business of such nature that it cannot be conducted at a time other than the employee's regularly scheduled working hours.
2. Written request, giving the reason for such shall be made to the department head or designee at least three (3) days prior to the day of leave, except in case of an emergency.
3. Personal business leave shall not apply on the day before and the day after a holiday.
4. Approval of the use of personal business leave may be denied when the number of personal business leave requests falling in any one day endangers the proper functioning of the department.
5. An employee is not eligible for personal business leave until after the completion of his/her probationary period.
6. Eligible employees may use personal business leave in one (1) hour increments, in accordance with the provisions of this Section; and
7. Any personal business leave not used in a calendar year shall be added to the employee's accumulated 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 such 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 at the discretion of the department head and the Human Resources Director.

Bargaining unit members may be granted two (2) hours off per week to attend school under the following conditions:

1. The course must be directly related to the work of the Department and increase the usefulness of the employee to the Department;
2. It must be a course that is not available after working hours;
3. The work of the unit makes it possible for the employee to be absent for the amount of time; and
4. 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 this Article 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 Local officers (i.e. President, Vice President, Secretary and Treasurer) or their designees may be authorized, in the aggregate, to take a maximum of forty (40) working days annually for attending union business. The aggregation of forty (40) days may be divided among the above-mentioned officers at their discretion. A request for such 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 the department head of each employee involved. Days shall not accumulate yearly. The Local president shall designate any such designees in writing to the Department. In the event additional days, over the maximum of forty (40) days set forth above are used, the Association agrees to reimburse the County for all cost and expenses incurred.

Section 11: CIVIL SERVICE LAW REQUIREMENTS

Any leaves not covered in this Article shall be governed by applicable law or the rules of the Niagara County Civil Service.

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 such County Official provided by law, the Niagara County Personnel Officer and the Niagara County Legislature, may residency 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 to the situation of personnel 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 bargaining unit is summoned by the Commissioner of Jurors and required to appear for jury duty, including Grand Jury, the member must notify his/her immediate supervisor, or other appropriate supervisor, immediately. Immediately shall be defined to mean within **twenty-four (24) hours** 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 bargaining 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 bargaining unit who is summoned and required to appear for jury duty, including Grand Jury service, 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 bargaining 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 bargaining unit shall volunteer for jury duty.

ARTICLE 10
WORK WEEK

Section 1: All tours of duty will be determined according to current practices. The standard workweek shall be forty-one and one quarter (41.25) hours per week which shall include appropriate briefing time as set forth in Article 13, Section 7.

Section 2: Employees, regardless of regular assignment, may be reassigned to perform any duty related to their profession as Police Officers, including any duties connected with: (a) prevention and detection of crime; (b) enforcement of laws and ordinances; (c) protection of life and property; (d) arrest of violators of the law; (e) direction of traffic; (f) regulation of non-criminal behavior of the citizenry; (g) penal facilities; or (h) security.

Section 3: Employees assigned to road Patrol shall work straight shifts based upon a four on and two off rotation. **However, supervisors assigned to Road Patrol shall work five (5) days on and two (2) days off in a work week. This rotation will be determined by the shift Captain with approval by the Sheriff or designee.** Employees assigned to Road Patrol will be required to work four (4) payback days per year. These days will be paid back in an eight and one-quarter 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 an employee works eight hours on a normal shift, a four hour or eight hour payback is not considered overtime). In the event of a special assignment or manpower shortage, the employee can use his or her non-scheduled payback time. All payback days shall be scheduled by the supervisor. There shall be thirteen (13) E days for those employees eligible for such, scheduling to be subject to the approval of the supervisor. The normal workday shall consist of eight and one quarter (8.25) hours, including appropriate briefing time as set forth in Article 13, Section 7. The hours of work for Road Patrol shall be as follows:

Day shift - 0645 hrs to 1500 hrs
Afternoon shift - 1445 hrs to 2300 hrs
Midnight shift - 2245 hrs to 0700 hrs

The foregoing hours of work for road patrol shall not be applicable to those situations in which the Department enters into a contractual relationship with a municipality for law enforcement services.

Each shift will consist of three squads or platoons. Captains will determine individual shift squad placement and zone assignments. Assignments to a shift in Road Patrol shall be based upon the following procedure:

1. Seniority.
2. Deputies and Officers seniority will not change with approved unpaid leave.
3. Supervisors shall bid for shift assignment based upon their time in rank.

On the **15th day of October** of each year, bid forms will be distributed to all **members**. The bid form will allow each **member** to indicate his or her priority of selection of a preferred shift. Prior to the **15th day of November**, 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 **1st day of December and post those new shift assignments. The new shift assignments will take effect at the beginning of the first full pay period of January.**

The hours of work for Captains and **Lieutenants** shall be as follows:

Day Shift-starting time range of between 0645 and 0730 hours and extending 8.25 hours

Afternoon Shift - starting time range of between 1445 and 1530 hours and extending 8.25 hours.

Midnight Shift- starting time range of between 2245 and 2330 hours and extending 8.25 hours.

The above hours for Captains and **Lieutenants** shall begin one hour earlier than the times set forth above, and shall continue thereafter to be the same as for the Road Patrol.

Daily assignments, for the above hours, will be made by the shift Captain, but only when more than one (1) supervisor is scheduled for that shift. Only one (1) **Lieutenant** or one (1) Captain will be scheduled for the above referenced hours per shift.

ARTICLE 11 HOLIDAYS

Section 1:

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

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Eve
President's Day	Christmas Day
Independence Day	Floating Holiday
Labor Day	Employee's Birthday

The Birthday holiday is to be taken no earlier than fourteen (14) days before, nor later than fourteen (14) days after the actual birthday.

Section 2:

If an employee is required to work a holiday or work the day on which a holiday is celebrated, the employee may elect to receive either time and one-half the hourly rate plus one compensatory day off or double time and one-half the hourly rate and no compensatory day off. The employee shall notify the supervisor in writing which option the employee has selected prior to the occurrence of the particular holiday.

If an employee works both the actual holiday and the day on which it is celebrated, the employee will only be paid one of the days as set forth above.

Section 3:

If two (2) holidays fall on the same day, the employee shall select another day off with pay in lieu of the holiday not celebrated on the day on which the two holidays fall.

Section 4:

An employee shall be allowed to take his or her paid Floating Holiday in accordance with present practice. If an employee who works a normal schedule is required to work on the day on which a holiday is celebrated, he or she shall receive either time and one-half the hourly rate plus one (1) compensatory day off or double time and one-half the hourly rate and no compensatory day off. This also applies to employees who work schedules other than Monday through Friday, with the exception of New Year's Day, Independence Day, Christmas Eve and Christmas Day. These four holidays will be celebrated on the day of the actual holiday and employees shall receive either time and one-half the hourly rate plus one (1) compensatory day off or double time and one-half the hourly rate and no compensatory day off.

ARTICLE 12
VACATIONS

All employees will be granted annual vacation with pay per the following. 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 14 years	20 working days
Completion of 20 years	25 working days

Section 2:

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

Section 3:

Vacations must be taken in the calendar year in which they are due. Vacation time will not be cumulative. Any exception must be approved by the department head.

Section 4:

Vacation credits shall be used prior to transfer if practicable. The department, agency or institution of the County, to which an employee is transferred shall credit him or her with all of his or her accumulated vacation credits not used prior to transfer.

Section 5:

No vacation will accumulate or be earned if an employee is absent, on leave without pay or under a disciplinary punishment involving loss of work time.

Section 6:

Upon separation from County service, any unused vacation shall be paid at the then current basic rate of pay of the position.

Section 7:

In addition to previously accrued vacation, if an employee leaves County service during the course of a year due to retirement or resignation, the employee shall receive vacation credit of one (1) day for each month completed and worked during the year, not to exceed a total of ten (10) days if the employee has less than ten (10) years of service and not to exceed a total of eleven (11) days if the employee has more than ten (10) years of service. This shall not apply to an employee with less than one (1) year of service or to a discharged employee. An employee discharged shall not receive vacation credit for the year in which the discharge occurs however the discharged employee shall receive payment of previously accrued and unused vacation.

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 - \$2,000 (signing bonus – not in wage scale)
2015 – 2.0% wage increase with retro
2016 – 2.0% wage increase with retro
2017 – 2.5% wage increase
2018 – 2.0% wage increase
2019 – 2.0% wage increase
2020 – 2.0% wage increase
2021 – 2.0% 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 created must be approved and salaries set by the County Manager or other such County Official provided 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 by law and approved by the Niagara County Legislature.

Section 4: ALLOCATION DOWNWARD

When an employee in the negotiating unit has his or her position reallocated to a lower class position, or is laid off from his or her position, or because of abolishment of a position, the employee accepts or is assigned to a lower paying job in the department, or when a personnel, managerial, supervisory, civil service or legislative action by the County, the department or the legislature results, directly or indirectly, in an employee being assigned or taking a lower paying job in the department (whether on a temporary or permanent basis), then in any of those situations, the employee shall continue to be paid at the same pay and salary level (with all increments, increases and longevity pay) of the job from which the employee has moved.

Section 5: TRANSFERS

There shall be no immediate change in the salary rate of an employee who is transferred unless his or 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 or 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

In the event an employee is directed by the Sheriff to work in and assume the responsibility in a position which calls for a higher job group or job class, the employee shall receive the higher rate of pay called for in the assigned position. Such parity will be paid in full day increments.

The department head will maintain a record of such assignments which shall be open to inspection by the employee or by the Association.

Section 7: BRIEFING TIME

All members of the bargaining unit shall be paid for fifteen (15) minutes briefing time each day actually worked. Such compensation (15 minutes) shall be paid at a rate of one and one-half

time the employee's hourly rate. The total amount of such payment for a year will be paid in a separate check on the first payday in each December.

Road patrol supervisor in charge (one per shift) shall be entitled to additional fifteen (15) minutes briefing pay. Drug Task Force and Criminal Investigative Bureau or Acting Captain (one per day up to a maximum of five days per work week) shall be entitled to additional fifteen (15) minutes briefing pay.

Section 8: COURT TIME

Employees required to appear at court hearings, grand Jury hearing or Motor Vehicle Department hearings, outside of their regularly scheduled hours, shall be paid time and one-half his or her regular rate of pay with a minimum guarantee of two and one-half (2 1/2) hours (3.75 hours worth of pay).

Section 9: SHIFT DIFFERENTIAL

Effective upon final ratification of this successor Agreement, shift differential for the second and third shifts shall be 2% of the base hourly rate as set forth in the salary schedules, or forty-five cents (\$.45), whichever is greater. Shift differential shall be paid to employees regularly assigned to those shifts.

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 all expenses incurred by the employees 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 that when an employee is assigned to a first call from his or her home or to a last call from which he or she is to proceed home, the employee shall be allowed actual mileage from the first call and to the last call.

Section 11: TERMINATION

Upon termination of service for reasons of retirement, resignation or death, the employee shall be compensated for any unused vacation accumulated to the date of termination. A discharged employee shall receive no benefits upon termination of employment except as allowed by other provisions of this Agreement.

Section 12: REINSTATED EMPLOYEES

A reinstated employee shall be paid at a salary rate within the approved salary range for the position in which he or she is reinstated.

Section 13: FIELD OFFICER TRAINING PAY

Employees who are assigned to perform field training duties shall receive one (1) hour pay for each day on which said duties are performed, at the rate of time and one-half the employee's

regular rate of pay. Said duties shall include the training and/or supervision of new bargaining unit employees only.

Section 14: CALL-IN PAY

An employee who is called into work for any reason outside of his or her regularly scheduled work hours shall be guaranteed at least three (3) hours of call-in pay, starting from the time of the call, at the rate of time and one-half of his or her regular rate of pay.

Section 15: PERSONAL PROPERTY DAMAGE

The County agrees to replace or repair any article of personal property of an employee that is damaged or destroyed as a result of an incident related to such employee carrying out the duties of his or her job. To be eligible the following conditions must be met: (1) the item of personal property must be reasonably required for the job; (2) the employee must first exhaust payment from collateral sources such as homeowners insurance; and (3) the maximum reimbursement per item/per incident is \$150.

Section 16: COMPENSATORY TIME

Each employee shall be allowed to accrue compensatory time in lieu of overtime payment provided, however, no employee may accrue more than two hundred forty (240) hours of compensatory time.

A compensatory day off may be taken at any time if the employee notifies his or her supervisor within forty-eight (48) hours prior to the desired time off. Approval of the request for time off may be denied when it endangers the proper functioning of the Department.

Each employee may elect to sell back accrued compensatory time up to one hundred twenty (120) hours per year. This request will be paid in the pay period immediately following the request. Employees can make such request in forty (40) hour blocks of time.

Each employee, if eligible, may receive cash payment for up to the maximum number of compensatory time accrual at the time of permanent separation from County employment. Payment shall be calculated at the employee's rate of pay in effect at the time of permanent separation from employment.

Section 17:

The County shall pay to the estate of a deceased employee the monetary equivalent of the employee's earned and unused vacation time, compensatory time in accordance with Section 16 herein, and any other accrued time earned prior to the death of the employee and unpaid, that an employee voluntarily leaving the employ of the Department would be entitled to.

Section 18:

Any employee who is assigned to the following departments: Criminal Investigation Bureau, Drug Task Force, and Crime Scene Investigation Unit, will receive one and one half (1 ½) hours pay at his or her base rate for each eight (8) hours or portion thereof they are on call or standby. An employee eligible for on-call or standby pay under this section shall not be eligible to receive

pager allowance under Section 19 below. On-call or standby pay shall be paid in the pay period in which it is earned.

Section 19:

Any employee who is assigned to carry a department issued pager will receive a \$200 per year allowance. Pager allowance will be paid by separate check in the first pay period in December.

ARTICLE 14
OVERTIME ASSIGNMENTS

Payment at the rate of time and one-half will be made to employees for all hours worked in excess of forty-one and a quarter (41.25) hours per week. Each employee shall have the option of taking compensatory time in lieu of overtime payment. Each employee shall be allowed to accrue compensatory time provided however, no employee may accrue more than the maximum number of hours allowed for such pursuant to Article 13, section 16.

Regular overtime assignments shall be determined in a fair and equitable manner using employee seniority as a means of offering overtime and using employee 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. When overtime is necessary, the opportunity to work shall be offered to the qualified employee who has the least number of overtime hours to his or her credit at that time. If the employee refuses the assignment, the qualified employee with the next fewest number of overtime hours to their credit shall be offered the assignment. Employees who refuse overtime shall be placed at the bottom of the overtime list as if they had worked the overtime hours with the notation "REFUSED" following their names. This procedure shall not apply to emergency situations or to employees who are selected for special assignment overtime as directed by the Sheriff.

Overtime worked on a holiday shall be compensated at double time and one-half.

ARTICLE 15
INCREMENTS

Except for longevity as set forth in Article 16, annual increases are not mandatory, but each employee shall be entitled to one (1) increment, up to the maximum for the particular position, provided that the increment is recommended by the department head. Employees appointed prior to the first day of July shall be eligible to receive an increment on the following first day of January. All others must spend a full calendar year in service before being eligible for the increment. Notwithstanding the foregoing, a newly hired deputy will remain in Step One of the salary schedule until he or she has successfully completed the police academy and then he or she will be placed in Step Two of the salary schedule. The employee will be eligible for future incremental increases on their anniversary date of graduation from the Academy. A newly hired deputy that has previously completed a Division of Criminal Justice Services/Bureau for Municipal Police approved basic course for police or a current County employee shall be started at least at Step Two of the salary schedule, at the discretion of the Sheriff. All increments must be approved by the **Sheriff** and reported to the Niagara County Personnel Officer.

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

These salary increases must be earned, and in making any recommendations, the department head will consider the employee's attitude towards the job as reflected by his or her work habits, the quality of work, cooperativeness, initiative, desire to learn, attendance and use of good judgment.

Effective upon ratification, 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. Any wage step grievance or improper practice charge will be withdrawn with prejudice.

ARTICLE 16 LONGEVITY

Section 1:

Longevity increments are as reflected in steps 10, 14, 20, 25 and 30 of the salary schedules attached to this Agreement.

Section 2:

Beginning on or after January 1, 2008, an employee shall be advanced to his or her longevity step of the salary schedule on the anniversary date of said employee's continuous years of satisfactory employment with Niagara County, or upon the anniversary date of completion of training as set forth in Article 15, as applicable.

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 provision.

ARTICLE 17 HEALTHCARE BENEFITS

SECTION 1: GENERAL PROVISIONS

The County shall provide all eligible permanent employees with healthcare benefits as set forth in this Article.

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 A. The significant benefit items as listed in Appendix A 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 10 working days. The health insurance 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 2 (two) 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 may participate in the evaluation of bids or quotes received. The Joint Committee shall make its recommendations to the County for a new TPA or Carrier and rank other TPAs or Carriers who bid. The selection of a TPA or Carrier by the County 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 Joint Committee find that another Carrier or TPA can provide comparable coverage at a lower cost, including a comparable provider network, the matter will be submitted to the Joint Committee for review and consideration. Any recommendation would be submitted to the County for approval.

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), or **100 % of same for the First Choice plans for employees hired on or prior to December 31, 2008.**

For current employees hired on or after January 1, 2009 who participate in the Core, Value and First Choice plans:	
Year	Contribution
2012 – Ratification	No change
2016 (upon ratification)	\$100 per month family; \$50 per month single
2017 (effective 1/1/2017)	\$110 per month family; \$55 per month single
2018 (effective 1/1/2018)	\$120 per month family; \$60 per month single
2019 (effective 1/1/2019)	10% of the applicable premium with a \$2,000 annual cap

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) days 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 BENEFIT WAIVER

A maximum waiver 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. Amounts shall be determined by applying the County's contribution rate for that employee to the appropriate maximum waiver amount noted above, Payments shall be made biannually in two equal installments in July and January, following each six months of waived insurance. See Appendix I (Healthcare Benefit Waiver) of this Agreement.

To be entitled to the payment referenced above, the unit member must produce proof of health care 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 & Healthcare Benefit Services by the employee within 30 days of the event which qualifies such employee for re-entry into the plan. Thereafter, re-entry into the employer's Plan shall be accomplished as soon as possible.

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) for employees for the purpose of defraying the out-of-pocket costs of healthcare associated with lower cost Plan options.

The amounts of such HRAs will be as follows:

Core - \$220/\$440
Value - \$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. The foregoing shall apply except as specified in Section 8 herein.

SECTION 6: FLEXIBLE SPENDING ACCOUNTS

The County shall maintain and pay administration costs only of employee flexible spending accounts (“FSA”s). Employees may fund, through annual election at open enrollment, an FSA with pretax dollars up to the maximum allowable by the Internal Revenue Service. The FSA allows employees to set aside pre-tax dollars for the following: the employee’s portion of the cost of qualified benefit coverages (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 daycare 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: HEALTHCARE BENEFITS RETIREES

- A. 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:

<u>COUNTY SERVICE</u>	<u>EMPLOYEE</u>	<u>COUNTY</u>
Fewer than 10 years of service	100%	0%
10 years, but fewer than 15 years	50%	50%
15 years, but fewer than 20 years	25%	75%
20 years or over	0%	100%

- B. **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:**

<u>COUNTY SERVICE</u>	<u>EMPLOYEE</u>	<u>COUNTY</u>
Fewer than 10 years of service	100%	0%
10 years, but fewer than 15 years	75%	25%
15 years, but fewer than 20 years	50%	50%
20 years or over	20%	80%

- C. Retirement shall be defined as retirement under the New York State Retirement System. A retiree under Retirement Plans 552 and 553 or Section 75G will sign a waiver of insurance if he or she obtains health insurance of equal coverage from another source.

Eligibility for the spouse of a retiree is limited to the retiree’s legal spouse at the time of retirement.

When both the retiree and the retiree’s spouse reach Medicare primary status, and have no covered dependent children, each must enroll in the Medicare Advantage insured plan or comparable plan offered through Niagara County.

No reimbursement for cost of Medicare Part B premium.

- D. A member awarded 207-c benefits who is granted a New York State disability retirement will receive health plan coverage in accordance with the following:

<u>COUNTY SERVICE</u>	<u>EMPLOYEE</u>	<u>COUNTY</u>
Fewer than 10 years of service	50%	50%
10 years, but fewer than 15 years	25%	75%
15 years or more	0%	100%

SECTION 8: EXTENSION OF BENEFITS

The County shall continue health insurance benefits for a period of up to three (3) years for the benefit of a surviving spouse and/or dependent children of any member of the bargaining unit that is killed in the line of duty, as long as the spouse does not remarry. The continuation of such benefits shall be upon the same terms and conditions, including premium contribution and applicable annual HRA fund deposits, as were applicable to the deceased unit member as set forth in this Article. An eligible surviving spouse and/or dependent will remain in the Plan choice existing at the time of death of the bargaining unit member or closest succeeding plan in the case of a plan or provider change subject to Section 1 herein. At the conclusion of the 3 year Extension of Benefits Period, the eligible spouse and/or dependent will have 1 year from termination of Plan coverage to exhaust the HRA funds on eligible expenses, in accordance with law.

The County shall continue health insurance benefits for a period of up to three (3) years for the benefit of a surviving spouse and/or dependent children of any member of the bargaining unit that dies under any circumstances, other than line of duty. To be eligible for this benefit, the employee must have had at least ten (10) years of service in the bargaining unit and the spouse

does not remarry. The continuation of such benefits shall be upon the same terms and conditions, including premium contribution and applicable annual HRA fund deposits, as were applicable to the deceased unit member as set forth in this Article. An eligible surviving spouse and/or dependent will remain in the Plan choice existing at the time of death of the bargaining unit member or closest succeeding plan in the case of a plan or provider change subject to Section 1 herein. At the conclusion of the 3 year Extension of Benefits Period, the eligible spouse and/or dependent will have 1 year from termination of Plan coverage to exhaust the HRA funds on eligible expenses, in accordance with law.

If both the eligible bargaining unit member and their spouse predecease any eligible dependent, the HRA annual fund deposits will end and the remaining HRA funds will be transferred to the surviving dependent(s) to be exhausted for eligible expenses in accordance with law within one year of the date of death. Continued Plan coverage eligibility for surviving dependent(s) for the remainder of the Extension of Benefits Period, if any, is subject to the provisions above.

ARTICLE 18 RETIREMENT POLICIES

The County agrees to provide New York State Retirement Plans 552 (20 year retirement plan) and 553 (additional 1/60th for service after 20 years) for all eligible employees. The County shall provide the twenty-five (25) year plan, Section 75-G with Riders 41-J and 60-B, in accordance with the Retirement and Social Security Law.

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 may be 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.

Payment for in-service training or schooling shall be paid as a 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 Appendix of this Contract. In the event an employee has not completed the twenty-four (24) hours of in-service training or schooling, the amount of payment shall be prorated based upon the number of hours completed.

Each employee agrees to participate in a mandatory twenty-four (24) hours of training or schooling. The Sheriff or his designee will schedule such and will provide opportunities for employees to meet the mandatory level-hours of training or schooling. If an employee fails 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** or as otherwise designated by the **Office**.

ARTICLE 21
UNIFORM MAINTENANCE ALLOWANCE

All employees shall receive a \$500 uniform maintenance allowance, payable in advance in each January. Employees in the following job titles shall receive an additional sum of \$300 annually in each January:

Chief Chemist
Chemist
Criminal Investigator
Deputy Sheriff-non-uniform
Deputy Sheriff Lieutenant – non-uniform
Deputy Sheriff Captain – non-uniform

If an employee retires, resigns or terminates employment for any reason, the uniform maintenance allowance shall be prorated for the months of the calendar year that the employment stopped and a final adjustment shall be made in the employee's final pay check. The additional uniform maintenance allowance shall also be prorated and any adjustment made if for any reason, any of the employees in any of the above listed job titles becomes reassigned or transferred to a uniformed position.

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

ARTICLE 23
NIAGARA COUNTY CODE OF ETHICS

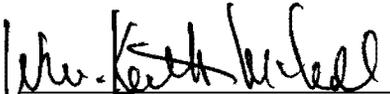
All employees are subject to the provisions of the Niagara County Code of Ethics, as revised. This recognition in no way is to be construed as a waiver of individual or union rights pursuant to this Agreement and/or any applicable statute, code, rule or regulation.

IN WITNESS WHEREOF, THE PARTIES SET THEIR HANDS AND SEALS THIS

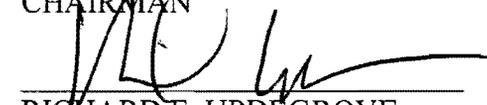
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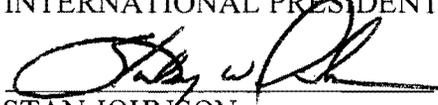
THE COUNTY OF NIAGARA

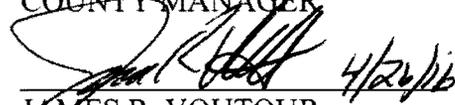
UNITED STEEL WORKERS
AFL - CIO - CLC

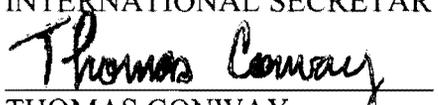

WILLIAM KEITH MCNALL,
CHAIRMAN


LEO W. GERARD
INTERNATIONAL PRESIDENT

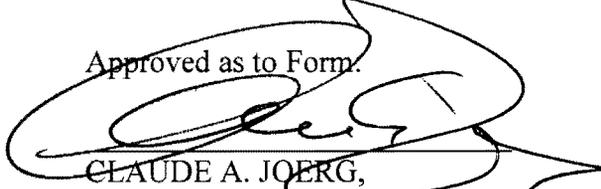

RICHARD E. UPDEGROVE,
COUNTY MANAGER

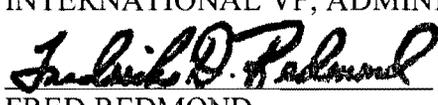

STAN JOHNSON
INTERNATIONAL SECRETARY-TREASURER

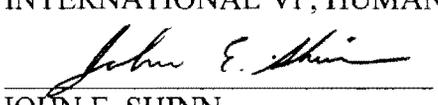
 4/26/16
JAMES R. VOUTOUR,
SHERIFF

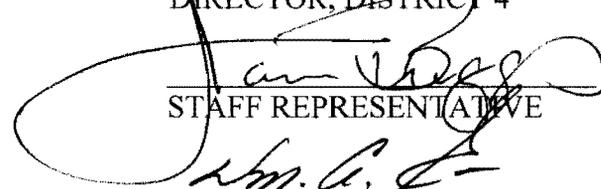

THOMAS CONWAY
INTERNATIONAL VP, ADMINISTRATION

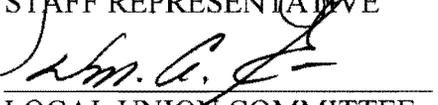
Approved as to Form.

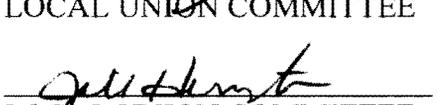

CLAUDE A. JOERG,
COUNTY ATTORNEY

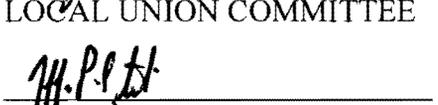

FRED REDMOND
INTERNATIONAL VP, HUMAN AFFAIRS


JOHN E. SHINN
DIRECTOR, DISTRICT 4

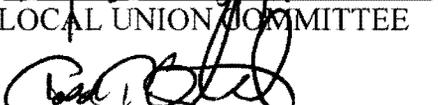

STAFF REPRESENTATIVE


LOCAL UNION COMMITTEE


LOCAL UNION COMMITTEE


LOCAL UNION COMMITTEE


LOCAL UNION COMMITTEE


LOCAL UNION COMMITTEE

APPENDIX A

SUMMARY BENEFITS

Plan Design/Benefits: 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.

Initial Plan Years/2007-2008 - The Niagara County Health Plan shall be administered by NOVA through the Independent Health Network on a self-funded basis.

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.

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.

Any covered services may be obtained from any provider or hospital without referral.

IN NETWORK COVERED EXPENSES INCLUDE:

Benefit Description	Core	Value	Explanations and Limitations
Anesthesia	Covered in full	Covered in full	
Assistant Surgeon	Covered in full	Covered in full	
Emergency Room Treatment of an Accidental Injury	\$35 co-pay	\$35 co-pay	For services rendered within 72 hours after onset of accident. Worldwide emergency use, including physician fees. Co-pay waived if admitted.
Emergency Room Treatment of the Sudden onset of a Life Threatening Illness	\$35 co-pay	\$35 co-pay	Worldwide emergency use including physician fees for life threatening emergencies. Co-pay waived if admitted.
Enteral Formulas Nutritional Supplements	Covered in full	Covered in full	Limited to annual maximum of \$2500. Must be medically necessary. Subject to prior approval.
Home Health Care	\$15 co-pay per visit	\$20 co-pay per visit	365 visits per member, per calendar year. Pre Approval Required
Hospice	Covered in full	Covered in full	210 days lifetime
Hospital Outpatient Surgical Facility	\$15 co-pay	\$75 co-pay	
Hospital Physician Visits (Non- Mental Illness Substance Abuse Diagnosis)	Covered in full	Covered in full	
Hospital Physician Visits (Mental Illness Diagnosis)	Covered in full	Covered in full	30 days per member per calendar year for acute care.
Hospital Physician Visits (Alcohol Substance Abuse Diagnosis)	Covered in full	Covered in full	30 days per member per calendar year for acute care.
Urgent Care Center Visit	\$15 co-pay	20 co-pay	

Hospital Room & Board and Ancillary Services (Non-Mental Illness- Substance Abuse Diagnosis)	Covered in full	Covered in full	365 days per calendar year limited to semi private room allowance. Must be pre approved.
Hospital Room & Board and Ancillary Services (Mental Illness Diagnosis)	Covered in full	Covered in full	30 days per member per calendar year for acute care.
Hospital Room & Board and Ancillary Services (Alcohol Substance Abuse Diagnosis)	Covered in full	Covered in full	30 days per member per calendar year for detoxification. Inpatient rehabilitation not covered.
Mammography (Routine)	\$15 co-pay	\$20 co-pay	One routine per calendar year
Pap Smear (Routine)	Covered in full	Covered in full	Limited to one per covered female over 18 per calendar year.
Pregnancy	Covered in full	Covered in full	Same as any other illness
Pre-Admission Testing	Covered in full	Covered in full	For services rendered within 7 days of admission.
Routine Adult	\$15 co-pay	\$20 co-pay	Limit 1 per year
Routine Adult (GYN)	\$15 co-pay	\$20 co-pay	Limit 1 per year, includes office visit and ancillary services.
Second Surgical Opinion	\$15 co-pay	\$20 co-pay	
Substance Abuse (Outpatient Treatment)	\$15	\$20	60 visits per member per calendar year
Surgical Expenses	Covered in full	Covered in full	
Skilled Nursing Facility	Covered in full 50 days	Covered in full 50 days	Excludes custodial care, must be admitted within 30 days of hospital discharge.
Well Child Care Including Immunizations	Covered in full	Covered in full	AMA Well Child guidelines
X-Rays and Diagnostic Testing	\$15 co-pay	\$20 co-pay	
Insulin	Rx co-pay	Rx co-pay	
Diabetic Supplies & Equipment	Lesser of Rx or Office Visit co-pay	Lesser of Rx or Office Visit co-pay	
Specialist Office Visit	\$15 co-pay	\$20 co-pay	
Allergy Injections	\$15 co-pay	\$20 co-pay	Co-pay if administered in office
Allergy Testing	\$15 co-pay	\$20 co-pay	
Ambulance	\$50 co-pay	\$50 co-pay	Must be medically necessary
Blood, Blood Plasma and Oxygen	Covered in full	Covered in full	

Cardiac Rehabilitation	\$15 co-pay	\$20 co-pay	24 visits/ Additional visits may be approved by medical management Dept when medically necessary. Treatment plan must be pre-approved.
Chiropractic Care	\$15 co-pay	\$20 co-pay	Limited to 15 visits per member per calendar year. Additional visits may be approved based on medical necessity.
Durable Medical Equipment and Supplies	20% co-pay	20% co-pay	Must be deemed medically necessary
Emergency Room Physician	Covered in full	Covered in full	Included in payment from Emergency Room
Hospital Physician Visits (Mental Illness)	Covered in full 30 days confinement per member per year	Covered in full 30 days confinement per member per year	
Infertility Treatment	Same as any other illness	Same as any other illness	Includes diagnostic, lab & surgical services including: hysterosalpingogram, hysteroscopy, endometrial biopsy, laparoscopy, sono-hysterogram, post coital tests, testis biopsy, semen analysis, blood tests, ultrasound and artificial insemination. Does not include services for conception such as, invitro fertilization, gamete intrafallopian tube transfers, or zygote intrafallopian tube transfers. Limited to patients between the ages of 21 and 45.
Laboratory (including venipuncture)	Covered in full	Covered in full	No restrictions on in-network laboratory providers
Mental Illness- Outpatient Treatment	\$15 co-pay	\$20 co-pay	30 visits per calendar year
Office Visits	\$15 co-pay	\$20 co-pay	
Organ Transplants	Same as any other illness	Same as any other illness	Must be pre-approved
Podiatry	\$15 co-pay	\$20 co-pay	Must be medically necessary, routine foot care not covered
Prosthetic Devices & Orthotic Appliances	20%	20%	Foot orthotics is limited to one pair per calendar year. Internal + post mastectomy prosthetics covered in full. 20% co-pay for external prosthetics
Physical, Speech and Occupational Therapy	\$15	\$20	20 visits in aggregate - per person per calendar year
Prescription Drugs, Generic/Formulary	\$5/\$15/\$35 *See formulary for any prior-authorization requirements	\$7/\$25/\$40 *See formulary for any prior-authorization requirements	Up to 30 day supply of drugs is provided on each occasion the prescription is filled or refilled. Contraceptives included
Prescription Drugs, Mail Order	\$5/\$15/\$35 *See formulary for any prior-authorization requirements	\$7/\$25/\$40 *See formulary for any prior-authorization requirements	One co-pay per 30 day supply. Up to 90 day supply of drugs is provided on each occasion the prescription is filled or refilled

Private Duty Nursing	\$15	\$20	Must be pre-approved. Limited to an annual maximum of \$2,500 per calendar year. Benefits limited to non-custodial services only.
Radiation and Chemotherapy	\$15 co-pay	\$20 co-pay	
Temporo-mandibular Joint Disorders (TMJ)	See explanation	See explanation	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.
Reconstructive Surgery	Covered	Covered	Covered when medically necessary, elective cosmetic surgery not covered.
Waiting Period	See explanation	See explanation	All full time employees will be eligible for the above plans on the 1st of the month following 30 days of employment.
Dependents	25/25	25/25	All eligible unmarried dependent children up to age 25 regardless of student status.

OUT OF NETWORK BENEFIT			
Deductible	\$250/\$500	\$250/\$500	Reimbursed at the fee schedule for eligible hospital and medical services. Patient is responsible for amounts that exceed the schedule allowance. Out of pocket expenses do not include amounts in excess of fee schedule co-pays and deductibles.
Co-Insurance	75%/25%	75%/25%	
Maximum Out of Pocket Expense	\$2000/\$4000	\$2500/\$5000	

**APPENDIX B
2015 SALARY SCHEDULE**

Deputy Sheriff	Step 1	Step 2	Step 3	Step 4	Step 5	
	19.29	23.84	25.87	27.90	29.92	
	Step 10	Step 14	Step 20	Step 25	Step 30	
	30.20	30.47	30.77	31.05	31.29	
	Step 1	Step 10	Step 14	Step 20	Step 25	Step 30
Sergeant*	32.64	32.91	33.19	33.48	33.77	34.02
Lieutenant*	32.64	32.91	33.19	33.48	33.77	34.02
Captain	34.92	35.19	35.47	35.76	36.05	36.30
Criminal Investigator	33.62	33.88	34.16	34.46	34.74	35.00
Chief Forensic Chemist	37.59	37.86	38.13	38.42	38.71	38.96
Forensic Chemist	33.62	33.88	34.16	34.46	34.74	35.00

***Sergeant title was changed to Lieutenant effective 3/1/2015**

**APPENDIX C
2016 SALARY SCHEDULE**

Deputy Sheriff	Step 1	Step 2	Step 3	Step 4	Step 5	
	19.68	24.32	26.39	28.46	30.52	
	Step 10	Step 14	Step 20	Step 25	Step 30	
	30.80	31.08	31.39	31.67	31.92	
	Step 1	Step 10	Step 14	Step 20	Step 25	Step 30
Lieutenant	33.29	33.57	33.85	34.15	34.45	34.70
Lieutenant-Eff 3/22/16*	33.59	33.87	34.15	34.45	34.75	35.00
Captain	35.62	35.89	36.18	36.48	36.77	37.03
Criminal Investigator	34.29	34.56	34.84	35.15	35.43	35.70
Chief Forensic Chemist	38.34	38.62	38.89	39.19	39.48	39.74
Forensic Chemist	34.29	34.56	34.84	35.15	35.43	35.70

***Upon ratification add \$.30 to Lieutenant rate**

**APPENDIX D
2017 SALARY SCHEDULE**

Deputy Sheriff	Step 1	Step 2	Step 3	Step 4	Step 5	
	20.17	24.93	27.05	29.17	31.28	
	Step 10	Step 14	Step 20	Step 25	Step 30	
	31.57	31.86	32.17	32.46	32.72	
	Step 1	Step 10	Step 14	Step 20	Step 25	Step 30
Lieutenant *	34.74	35.02	35.31	35.62	35.93	36.18
Captain	36.51	36.79	37.08	37.39	37.69	37.96
Criminal Investigator	35.15	35.42	35.71	36.03	36.32	36.59
Chief Forensic Chemist	39.30	39.59	39.86	40.17	40.47	40.73
Forensic Chemist	35.15	35.42	35.71	36.03	36.32	36.59

*** Add \$.30 to Lieutenant rate**

**APPENDIX E
2018 SALARY SCHEDULE**

Deputy Sheriff	Step 1	Step 2	Step 3	Step 4	Step 5	
	20.57	25.43	27.59	29.75	31.91	
	Step 10	Step 14	Step 20	Step 25	Step 30	
	32.20	32.50	32.81	33.11	33.37	
	Step 1	Step 10	Step 14	Step 20	Step 25	Step 30
Lieutenant *	35.74	36.03	36.32	36.64	36.95	37.21
Captain	37.24	37.53	37.82	38.14	38.44	38.72
Criminal Investigator	35.85	36.13	36.42	36.75	37.05	37.32
Chief Forensic Chemist	40.09	40.38	40.66	40.97	41.28	41.54
Forensic Chemist	35.85	36.13	36.42	36.75	37.05	37.32

*** Add \$.30 to Lieutenant rate**

**APPENDIX F
2019 SALARY SCHEDULE**

Deputy Sheriff	Step 1	Step 2	Step 3	Step 4	Step 5	
	20.98	25.94	28.14	30.35	32.55	
	Step 10	Step 14	Step 20	Step 25	Step 30	
	32.84	33.15	33.47	33.77	34.04	
	Step 1	Step 10	Step 14	Step 20	Step 25	Step 30
Lieutenant *	36.76	37.06	37.35	37.68	38.00	38.26
Captain	37.98	38.28	38.58	38.90	39.21	39.49
Criminal Investigator	36.57	36.85	37.15	37.49	37.79	38.07
Chief Forensic Chemist	40.89	41.19	41.47	41.79	42.11	42.37
Forensic Chemist	36.57	36.85	37.15	37.49	37.79	38.07

*** Add \$.30 to Lieutenant rate**

**APPENDIX G
2020 SALARY SCHEDULE**

Deputy Sheriff	Step 1	Step 2	Step 3	Step 4	Step 5	
	21.40	26.46	28.70	30.96	33.20	
	Step 10	Step 14	Step 20	Step 25	Step 30	
	33.50	33.81	34.14	34.45	34.72	
	Step 1	Step 10	Step 14	Step 20	Step 25	Step 30
Lieutenant	37.50	37.80	38.10	38.43	38.76	39.03
Captain	38.74	39.05	39.35	39.68	39.99	40.28
Criminal Investigator	37.30	37.59	37.89	38.24	38.55	38.83
Chief Forensic Chemist	41.71	42.01	42.30	42.63	42.95	43.22
Forensic Chemist	37.30	37.59	37.89	38.24	38.55	38.83

**APPENDIX H
2021 SALARY SCHEDULE**

Deputy Sheriff	Step 1	Step 2	Step 3	Step 4	Step 5	
	21.83	26.99	29.27	31.58	33.86	
	Step 10	Step 14	Step 20	Step 25	Step 30	
	34.17	34.49	34.82	35.14	35.41	
	Step 1	Step 10	Step 14	Step 20	Step 25	Step 30
Lieutenant	38.25	38.56	38.86	39.20	39.54	39.81
Captain	39.51	39.83	40.14	40.47	40.79	41.09
Criminal Investigator	38.05	38.34	38.65	39.00	39.32	39.61
Chief Forensic Chemist	42.54	42.85	43.15	43.48	43.81	44.08
Forensic Chemist	38.05	38.34	38.65	39.00	39.32	39.61

**APPENDIX I
HEALTHCARE BENEFIT WAIVER AGREEMENT**

NIAGARA COUNTY ("County")
And
USW LOCAL 2001 NIAGARA COUNTY DEPUTY SHERIFF'S
POLICE BENEVOLENT ASSOCIATION ("UNION")

A. WAIVER

I, _____ an employee of Niagara County, do hereby agree to waive my right to healthcare benefits under the terms of the collective bargaining agreement between the County, the Sheriff of Niagara County and the Union. I certify that I am currently covered by adequate health insurance through my spouse, other family member, or as a result of other employment. In exchange for waiving my right to such coverage for the entire year, the County will pay to me, the appropriate amount, noted below, pursuant to Article 17 of the collective bargaining agreement for waiver of the single or family plan. Prorated payments will be made pursuant to the schedule outlined below.

B. REINSTATEMENT OF HEALTHCARE BENEFIT COVERAGE

I understand that I may elect, during the year, to reinstate my healthcare benefit coverage. Such coverage will then be provided as soon as possible, pursuant to County policy, following receipt of written notification to the County. I understand that my election to waive health benefit coverage followed by an election to reinstate such coverage is limited to once per year, and subject to the rules and procedures of the carrier and/or the self-insurance plan. Reinstatement shall be pursuant to the provisions of Article 17 of this Agreement.

C. PRORATED WAIVER PAYMENTS

1. Waiver for full year: if healthcare benefit coverage is dropped effective January 1 and not reinstated for the entire calendar year, employee will receive 50% of the waiver amount in July and 50% of the waiver amount in the following January.
2. Waiver for less than full year: if healthcare benefit coverage is dropped before the first day of any month during the year, the employee is credited with the month for waiver purposes. Payment of no more than 50% of the waiver amount will be made in July and the balance paid in the following January.

Date:	Employee Signature	Employee – Print Full Name
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Date:	Witness Signature	Witness – Print Full Name
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***COMPLETED FORM TO BE FILED IN THE OFFICE OF RISK & INSURANCE SERVICES ***
For Office Use Only

Eligible for reimbursement? Y N Date of Eligibility: _____ 52 weeks

A. # Months left in this year _____ divided by 12 = _____

B. Proration % by Months _____%

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

D. Amount Due: \$ _____