

AGREEMENT

between

THE COUNTY OF NIAGARA

and

UNITED STEEL WORKERS INTERNATIONAL
UNION FOR AND ON BEHALF OF ITS LOCAL 2002

NIAGARA COUNTY
PROBATION OFFICERS ASSOCIATION

JANUARY 1, 2012-DECEMBER 31, 2021

AGREEMENT between THE COUNTY OF NIAGARA and
 UNITED STEEL WORKERS INTERNATIONAL UNION for and on behalf of its
 LOCAL 2002 NIAGARA COUNTY PROBATION OFFICERS ASSOCIATION
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THIS AGREEMENT, entered into by and between the County of Niagara, New York, hereinafter referred to as the “Employer” and the United Steel Workers **International Union for and on behalf of its** Local 2002 Niagara County Probation Officers Association, hereinafter referred to as the “Association.”

PURPOSE AND INTENT

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

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

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

Now, therefore, it is mutually agreed as follows:

ARTICLE 1 RECOGNITION

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

ARTICLE 2 RIGHTS OF EMPLOYER/MANAGEMENT RIGHTS

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

The scheduling of work and the control and regulations of the use of all equipment and property are the exclusive function of the County.

ARTICLE 3 DURATION

The provisions of this Agreement shall be effective for the year beginning January 1, **2012** through December 31, **2021**.

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 commence negotiations.

ARTICLE 4
WORK HOURS

Section 1: Working Hours

- a. Monday through Friday from 8:00 A.M. to 5:00 P.M. daily, including a one (1) hour lunch. An employee may work 8:00 A.M. to 4:30 P.M., or from 8:30 A.M. to 5:00 P.M. with a one-half hour unpaid lunch, if pre-approved by the Director or supervisor.
- b. Upon the approval of the Director or his designee, an employee may work a flexible schedule, which may include variable starting and ending times, and variable length of the work day. Such a flexible work schedule may exceed eight (8) hours per day, however, the normal work hours shall remain forty (40) hours per week. Flexible hours outside of the normal work hours will be offset by scheduled time off during the same work week. Employees shall not be required to work flex-time.
- c. Employees hired into the Department after January 1, 2001, may, in the sole discretion of the Director, be assigned to work hours other than the normal work hours set forth above.
- d. For current employees, the Director reserves the right to establish work hours other than those set forth above, as normal work hours. In the event of such, assignment of employees shall be made, where reasonably practicable, from among the employees having the necessary skill, ability, qualifications and experience for the work, and who agree to work such hours, with regards to departmental seniority. An employee assigned under this subparagraph to a unit that requires twenty-four (24) hour coverage shall be "on call" through a pager system.
- e. An employee assigned to a shift outside of the normal working hours of 8:00 A.M. to 5:00 P.M. with the exception of "on call" shall receive shift differential for hours outside of said normal hours at a rate of their hourly rate plus \$.45. Shift differential applies only to hours worked outside 8:00 A.M. to 5:00 P.M. and does not apply to flex time.
- f. Except as otherwise set forth herein with respect to "on call" time and flex time, overtime pay at the rate of time and one-half will be paid to employees who work in excess of forty (40) hours per week (week to start at 5:00 p.m. on Friday – see a. of this section). At the option of the employee, such overtime may be accumulated in compensatory time at the same rate.
- g. Each "on call" officer shall receive two (2) hours of pay or two (2) hours of compensatory time, at the option of the employee, for each eight (8) hours on call. The time period of 5:00 P.M. to 12:00 A.M. on Monday through Friday shall be considered as being eight (8) hours on call. Any page that is handled solely by telephone will not warrant any other compensation to the on call officer.

The "on call" Officer and/or any accompanying Officer will be compensated for any responses that require a field visit as follows: A minimum of two (2) hours

pay or compensatory time for each field visit, at the applicable contract rate, at the option of the on call officer. If the field visit exceeds the two (2) hours mentioned above, the on call Officer and the accompanying Officer will be compensated for the actual time spent on the call. If a field visit becomes necessary, it in no way impacts the two (2.0) hours of pay or two (2.0) hours of compensatory time being paid to the "on call" Officer. The on call officer is encouraged to make any required field visits in the accompaniment of another officer.

- h. In order to man the Electronic Monitoring Team, a notice for volunteers will be posted annually in the month of November and a twelve (12) month rotation will be posted in December. The Electronic Monitoring Team shall consist of a minimum of eight (8) Officers. There shall be no maximum number as long as the officer volunteers and is eligible in accordance with the eligibility requirements set forth in the Department's Electronic Surveillance Policy dated January, 2006. In the event that less than eight (8) Officers volunteer, the Director has the authority to assign Officers, hired after January 1, 2001, to the team. This will be accomplished by assigning from the least senior officer until the number of eight (8) Officers is reached.
- i. All Officers assigned to the Electronic Monitoring Team must remain on the Team for a period of twelve (12) months, January 1st through December 31st, following the November posting.

Section 2: Attendance

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

Penalties for unexcused tardiness may be imposed by the Director in conformance with established rules of the Department and in conformance with disciplinary rules of the County, this Agreement, or State Civil Service Law.

Section 3: Association Officials and Time Off for Union Business

The Association shall provide the Human Resources Department of the County with a list of Association officers, including stewards or other officials and shall notify the Human Resources Department of any changes in any such positions.

Union Officers may be authorized to take up to a total of ten (10) working days for attending State-wide Union Conferences. A request for such release time shall not be unreasonably denied. A day taken under this provision shall be without pay. Such time shall not be considered as lost time or a break in service. Reasonable notice of requests for release time shall be given to the Department Head.

Section 4: Compensatory Time

Employees covered by this Agreement may accrue compensatory time, up to one hundred (100) hours, only after flex time is fully utilized in the work week involved. The use of compensatory time must be requested and approved by the Department Head twenty-four (24) hours in advance and can be used in half day, full day or one hour increments. The use of compensatory time is

not to be used for the calculation of overtime. Accrual of compensatory time in excess of one-hundred (100) hours may be referred to sick leave accumulation. If the employee has reached the maximum number of sick time allowed under this Agreement, he/she may carryover up to forty (40) hours and any additional time to credit on December 1st paid in the following January at the rate in effect the previous December 1st.

ARTICLE 5 DISCHARGE AND DISCIPLINE

Discharge and discipline shall be governed by the provisions of the State Civil Service Law, Sections 75 and 76. In addition to the requirements thereof, the Union President shall be promptly notified of such discipline and/or discharge, and shall be provided a copy of any Notice of Charges upon the consent of the affected employee.

Counseling, whether verbal or written, shall not be considered as disciplinary, and shall not be included in the foregoing. In the event verbal counseling is deemed to be necessary, it shall be done in private and shall be done in a manner that would not embarrass the employee before the public or a co-employee. Notwithstanding the foregoing sentence, the employee being verbally counseled shall be entitled to have a union representative present, at the employee's option, unless, in the sole discretion of the Director, the need for such is immediate and a union representative is not immediately available. In such event, and at the request of the counseled employee, a union representative shall thereafter be apprised of the verbal counseling which shall include an explanation of the immediacy for such.

ARTICLE 6 LEAVES AND ABSENCES

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 below.

Section 1: Sick Leave – Generally

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

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

The monthly sick leave credit shall not be earned by an employee who is on a leave of absence without pay in excess of **ten (10)** work days per calendar month; under a disciplinary punishment involving the loss of work time in excess of **ten (10)** work days per calendar month or while on a sick leave with one-half pay.

For absence due to personal illness to be charged against accumulated sick leave, it must be reported by the employee on the first working day of such absence and within one (1) hour of the beginning of the employee's start time.

Proof of Illness: In order to qualify for sick leave, proof of illness or disability may be requested of the employee by, and in a manner satisfactory to, the Department Head. Presentation of a physician's certificate is mandatory for an absence over one (1) week and, in the case of a protracted illness or disability, shall be presented to the Department Head at the end of each month of continued absence. Proper sick leave use: It is appropriate for an employee to use accumulated sick leave credits to stay home or in a hospital or in a healthcare facility to recover from an illness, injury, disease, operation or childbirth.

Sick leave credits are not intended for use as vacation days or personal days.

An employee may be allowed to use accumulated sick leave for the illness of a spouse, child or parent residing in the same household as the employee.

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

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

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

Sick Leave – Incentive

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

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

Sick Leave – Extension

Permanent employees who have served continuously for three (3) years will be granted sick leave at one-half (1/2) pay for a period of up to three (3) months, and only after all accumulated sick leave credits, vacation credits and compensatory credits have been used.

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

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

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

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

An employee shall make formal request for one-half (1/2) pay sick leave directly to the Human Resources Director along with a certificate from his/her personal doctor. A copy of same must be submitted to the Department Director.

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

Section 2: Leave Due to Injury or Disease Incurred in the Performance of Duty

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

Section 3: Leave for Death in Family

A leave of absence with pay shall be granted to an employee who is necessarily absent from duty because of the death of an immediate member of his/her family. The immediate family of an employee shall be defined for purposes of this Section to mean spouse, mother, father, sister, brother, children, grandparents, spouse's grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, father and mother-in-law or any person occupying the position of a parent of the employee or his/her spouse. Duration of time shall not exceed four (4) consecutive workdays from the date of death. The funeral must be attended in order to receive pay for such absence. Leave of absence of two (2) days with pay, will be granted to attend the wake and funeral of a niece or nephew.

If special circumstances arise (for example: death out-of-state, death out of the country, delayed funeral arrangements, delayed travel arrangements or other documented individualized needs), the four (4) day period may be rescheduled by the County Human Resources Department to meet individualized, documented, reasonable needs of the employee for bereavement leave. To be eligible for bereavement leave under special circumstances as mentioned herein, the employee must attend the funeral/memorial service.

Section 4: Leave for Service in Exempt, Non-Competitive or Unclassified Service

An employee holding a position in the competitive class on a permanent basis for at least one (1) year who is appointed to serve in a position in the County service which is in the exempt class, non-competitive class or in the unclassified service, may, at the discretion of the appointing authority, be granted a leave of absence without pay during such service for a period not exceeding one (1) year. Such leave of absence may, at the discretion of the appointing authority and with the approval of the County Personnel Officer, be renewed for such person to return to his/her position in the competitive class between successive leaves, providing, however, that no such leave of absence without pay shall extend beyond four (4) years from the date such officer or employee left his/her competitive class position.

Any employee who leaves the County service without an approved leave of absence loses all service and seniority rights.

All leaves of absence and subsequent reinstatements shall be governed by the rules adopted from time to time by the Niagara County Personnel Officer.

Section 5: Leave for Time Off for Study, Examinations or Other Educational Purposes

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

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

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

Section 6: Leaves Required by Law

The Department Head shall grant any leave of absence with pay as required by law.

Section 7: Leaves for Other Reasons

Leaves of absence without pay for reasons not covered by the foregoing 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.

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

Section 8: Military Leave and Maternity Leave

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

Section 9: Personal Leave

All new employees to the Department, after the effective date of this Agreement are entitled to one (1) day of personal business leave after the completion of ninety (90) days on the job. The personal business day must be used within the first year of employment or is lost to the employee. Prior approval of the Department Head must be obtained before the day can be used.

Section 10: Jury Duty

Department Head or his/her authorized designee shall grant time off for jury duty as required by New York State law. There will be no loss of pay, at the normal daily rate, for employees who report for or serve on jury duty.

ARTICLE 7 HOLIDAYS

Section 1: Observation

The following are legal holidays and will be observed by 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 Jr. Day	Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

To be entitled to holiday pay, the employee must work his/her regularly scheduled work day before and regularly scheduled work day after the holiday, except where such absence is authorized.

Section 2: Work on Holiday

Should an employee, who is not on call, work on a holiday or on the day on which the holiday is celebrated, the employee shall receive time and one-half the hourly rate plus one compensatory day off.

Section 3: Floating Holiday

In addition to the foregoing, all employees shall receive a floating holiday which shall be scheduled subject to the provisions of Article 8, Regular Vacations. Employees will be granted the floating holiday after completion of ninety (90) calendar days of full time service in the department. In the event that other County bargaining units relinquish the floating holiday, immediate impact negotiations will commence regarding this item.

ARTICLE 8 REGULAR VACATIONS

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

Section 1: Schedule

Completion of 1 Year	13 days
Completion of 5 Years	18 days
Completion of 8 Years	20 days
Completion of 10 Years	21 days
Completion of 14 Years	23 days
Completion of 20 Years	25 days

Section 2: Earned

All vacations must be earned and may be taken by the employee at a time convenient to the Department upon the approval of the Department Head.

Section 3: Carryover

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

Section 4: Transfer

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

Section 5: Leave

Vacation credits shall not be earned while an employee is on a leave of absence without pay in excess of ten (10) work days per calendar month; under disciplinary punishment involving the loss of work time in excess of ten (10) work days per calendar month; or while on a sick leave with one-half pay.

Section 6: Separation

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

Section 7: Resignation

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

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

Section 8: Vacation Time

Only when flex time is being used can vacation time be used in one (1) hour increments to complete a day or half day.

ARTICLE 9 COMPENSATION/LONGEVITY PAYMENTS

Section 1:

Payment for longevity is reflected in the applicable steps of the salary schedule annexed hereto.

An employee shall be advanced to his/her longevity step on the anniversary date of the completion of the applicable years of continuous satisfactory service with the County (10, 14, 20, and 25 years). This provision does not apply to employees that are newly employed in the Association after January 1, 2001.

All employees that are newly employed in the Association, after January 1, 2001, shall be advanced to his/her longevity step on the anniversary date of the completion of the applicable years of continuous satisfactory service within the Association.

ARTICLE 10 ANNUAL INCREMENTS

Section 1: Schedule

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

New employees hired after January 1, 2001 shall be advanced to Step 2 of the salary schedule upon the completion of their training, but no later than six months from date of hire. Future step increases will be on the anniversary date of their advancement to Step 2.

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.

Section 2: Leave

For an employee on a leave of absence without pay to be eligible for consideration for a specific incremental increase in salary, the employee must have worked a minimum of six (6) months in a given calendar year.

Section 3: Promotion

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

Section 4: Earned

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

ARTICLE 11 COMPENSATION PLAN

Section 1: Promotion

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

When an employee is promoted to a position in a higher class, he/she shall be placed on the same step, in the higher class, that they held prior to the promotion.

Section 2: Demotion

When an employee is demoted to a lower class position, he/she shall be paid at the rate which is within the approved range for the lower class position. The rate of pay shall be set by the County Manager or other such County official provided by law and approved by the Legislature.

Section 3: Transfer/New Positions/Vacancies

There shall be no immediate change in the salary rate of an employee who is transferred unless his/her salary is below the approved minimum of the new position. If an employee is transferred to a position in a class having a higher salary than the class from which he/she was transferred, such change shall be deemed a promotion and the provisions governing promotions shall apply.

If an employee is transferred to a position in a class, the salary range of which has a maximum that is lower than the minimum of the class from which the employee was transferred, such change shall be deemed a demotion and the provisions governing demotions shall apply.

New positions, assignments, or vacancies, within the Probation Department, shall be posted when they occur.

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

Any employee involuntarily transferred on a permanent basis shall receive five (5) working days notice of such transfer.

Section 4: Recruitment

All new employees to the department will start at step one and progress through the salary schedule according to Article 10 – Section 1: Schedule.

Section 5: Allocation Downward

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

Section 6: Creation of New Positions

All new positions must be approved, and salaries set, by the County Manager or other such County official provided by law, subject to final approval by the County Legislature.

Section 7: Court Time

A bargaining unit member who makes a required court appearance or appearances or performs other probation related work during non-scheduled working hours will adjust his/her work schedule in the same work week to balance the number of hours worked that week. Court appearance time or time spent on other probation related work during non-scheduled working hours, shall not be considered as overtime or time worked for overtime purposes, to the extent the hours are balanced.

Section 8: Pay Days

Employees will be paid bi-weekly.

Section 9: Sick Leave Payment Upon Retirement

An employee shall upon retirement, receive a payment based upon his/her unused accumulated sick leave days as of the effective date of retirement. Such payment shall be calculated as follows:

A retiring employee shall receive payment for thirty-three and one-third percent (33 1/3%) of unused accumulated sick days as of the effective date of retirement. The remaining days will be credited toward the 41j benefit. Payment may be made in one lump sum or in three (3) equal, annual installments, at the option of the retiring employee.

Section 10: 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 11: Pistol Permit Fees

The County acknowledges the advantage of each officer obtaining a pistol permit. Upon each probation officer obtaining such, the County will pay each such person the total cost of obtaining said permit. In the event that a new employee has previously obtained his/her pistol permit, that employee shall also be entitled to the total cost of obtaining said permit.

Section 12: Training and Equipment

Each officer must complete annual training in a manner and at a time directed by the Director. Reasonable remedial efforts will be afforded each person to complete training. Upon submission of proof of completion of such training, an incentive of \$925 will be paid in 2008, which incentive will be increased to \$1,000 beginning in 2009. This incentive includes the sum of \$50 previously paid to each officer, in April of each year, to defray the cost of required firearm training. If an officer has a substantiated medical reason for being unable to complete training the Director, in his discretion, may excuse the officer from such training.

New employees hired into the Department after January 1, 2001 may be required to carry a firearm as directed.

The County will provide firearms training for all Officers within one (1) year of hire provided that scheduled training is available. If scheduled training is not available within one (1) year of hire, the County will provide the training as soon as practicable based upon the available scheduling and in accordance with state guidelines or regulations.

Section 13: Jacket

Each member of the bargaining unit shall be supplied with a jacket identifying the member as an employee of the Niagara County Probation Department. The type and style of the jacket, shall be in the discretion of the Director. Members shall wear the jacket only while performing their official duties and acting pursuant to their special duties as probation officers. Any misuse of the jacket may result in disciplinary action against the member.

ARTICLE 12 GRIEVANCE PROCEDURE

Section 1: Purpose

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

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

Section 2: Definitions

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

Section 3: Time Limits

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

Section 4: Step 1

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

Section 5: Step 2

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

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

Section 6: Arbitration

If the Association and the aggrieved employees are not satisfied with the answer at Step 2, they may submit the grievance to Arbitration. To submit a grievance to Arbitration, the Association must, within ten (10) working days of the Step 2 answer, send the appropriate demand to the Public Employment Relations Board (PERB) with a copy to the Human Resources Director. The demand shall specifically identify the grievance to be submitted and shall request PERB to send to the Human Resources Director and the Association a list of the names of ten (10) Arbitrators. Within ten (10) working days of the day on which it receives a copy of the list, each party will return its copy to PERB with all names which are unacceptable to it crossed off and the remaining names numbered in order of the party’s preference, in accordance with PERB's rules.

If PERB determines that no mutually acceptable Arbitrator has been selected by the parties then PERB shall send each party a second list of ten (10) names and the foregoing procedure will be followed with respect to that list. If PERB determines that no mutually acceptable Arbitrator has been selected by the parties from the second list, PERB shall name the Arbitrator.

The time of the arbitration hearing shall be mutually agreed upon between the parties and the Arbitrator.

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

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

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.

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

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

ARTICLE 13 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 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 participating employee will pay the applicable balance of the monthly premium, if any, through payroll deductions.

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.

For current employees on date of ratification (4/19/2016) who participate in the Core, Value and First Choice plans:	
Year	Contribution
2012 – Ratification	No change
2016 (upon ratification)	\$50 per month family; \$25 per month single
2017 (effective 1/1/2017)	\$55 per month family; \$27.50 per month single
2018 (effective 1/1/2018)	\$60 per month family; \$30 per month single
2019 (effective 1/1/2019)	5% of the applicable premium with a \$2,000 annual cap
2020 (effective 1/1/2020)	5% of the applicable premium with a \$2,000 annual cap
2021 (effective 1/1/2021)	5% of the applicable premium with a \$2,000 annual cap

Employees hired subsequent to ratification (4/19/2016) shall contribute 10% of the applicable premium.

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 Healthcare Benefit Waiver of this Agreement.

To be entitled to the payment referenced above, the 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 & **Insurance** 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: RETIREE HEALTHCARE

- A. Employees hired prior to ratification of this agreement (4/19/2016) 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. Employees hired subsequent to ratification of this agreement (4/19/2016) shall be eligible for Niagara County Healthcare Plan coverage upon retirement from continuous full-time service as follows:**

Years of County Service	Employee	County
Fewer than 10 years	100% paid by retiree	0% paid by county
10 years but fewer than 15 years	75% paid by retiree	25% paid by county
15 years but fewer than 20 years	50% paid by retiree	50% paid by county
20 years or more	20% paid by retiree	80% paid by county

- 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.

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 an eligible retired employee that becomes Medicare eligible through age or disability, with the exception of End State Renal Disease, must apply for and maintain Medicare Part A and Part B and must enroll in a Medicare Advantage insured plan or similar plan offered through Niagara County, if eligible.

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 for any retiree.

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 14
FEDERAL/STATE FUNDING

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

In such event, positions under such programs or projects may be eliminated or abolished by the county procedure and such shall not be considered as a violation of any rights under this Agreement.

ARTICLE 15
SAVINGS CLAUSE

If any part of this Agreement, or any addition hereto, should be determined to be in violation of any federal, state or local law, or, if adherence to or enforcement of any part of this Agreement should be enjoined by a Court, the remaining portions of this Agreement or additions hereto shall not be affected.

This Agreement may not be modified, in whole or in part, except by an instrument in writing, signed by the parties, and no departure from any of the provisions of this Agreement shall be construed as a continuing waiver of the right to enforce such provision.

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

ARTICLE 16
SAFETY AND SECURITY

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

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

ARTICLE 17
SALARY

General increases for employees on active payroll at time of ratification (4/19/2016)

2014 – \$2,500 (lump sum payment for current employees who were employed in 2014 – not in wage scale)

**2015 – 1.5% - General wage increase with retro-active payment
Hourly rates in Appendix B**

**2016 – 2.0% - General wage increase with retro-active payment
Hourly rates in Appendix C**

**2017 – 2.0% - General wage increase.
Hourly rates in Appendix D**

**2018 – 2.0% - General wage increase.
Hourly rates in Appendix E**

**2019 – 2.0% - General wage increase.
Hourly rates in Appendix F**

**2020 – 2.0% - General wage increase.
Hourly rates in Appendix G**

**2021 – 2.5% - General wage increase.
Hourly rates in Appendix H**

ARTICLE 18
FORMULA FOR DETERMINING MILEAGE ALLOWANCE

All reasonable mileage traveled by employees in the performance of official County business shall be governed by IRS rules and regulations, and if such travel is in the personal vehicle of a bargaining unit member, shall be reimbursed at the IRS rate then in effect.

Such reimbursement shall constitute sole and exclusive remuneration for any costs associated with the utilization of personal vehicles by bargaining unit members.

ARTICLE 19
DEFERRED COMPENSATION PLAN

Members of the bargaining unit may participate in the deferred compensation plan offered by the County. Said plan is administered by a third-party administrator. The County will make any necessary adjustments in payroll to allow for a member's participation in the Plan.

ARTICLE 20
NIAGARA COUNTY CODE OF ETHICS

All employees are subject to the provisions of the Niagara County Code of Ethics, as revised. This recognition of the Code is not to be construed as a waiver of individual or union rights pursuant to this Agreement, and/or any applicable statute, code rule or regulation.

ARTICLE 21
REASONABLE SUSPICION DRUG AND/OR ALCOHOL POLICY

Members of the bargaining unit are subject to reasonable suspicion testing for alcohol and illegal drugs. Testing may be ordered if the Director, or a supervisor has reasonable suspicion that the employee has engaged in prohibited use of such drugs or alcohol, or in the use of non-prescribed controlled substances or the abuse of legally prescribed drugs.

The policy of the County is that no employee shall use, distribute, dispense, possess or manufacture illegal drugs while working, or during working hours. Further, the policy of the County is that the workplace shall be “drug free” and that employees shall not report for work, or, during work, use or consume alcoholic beverages. Further, the County has arranged for and provided “reasonable suspicion” training to its Department Heads.

Any test results and records will be maintained under strict confidentiality. The results will not be released to any person or party except a substance abuse professional without the written consent of the employee. Statistical records and reports will be maintained by the County and the test provider. Records concerning an employee’s treatment for alcoholism or drug use or problems will be maintained separate from the employee’s personnel file.

The refusal to submit to an alcohol or drug test may result in disciplinary action against the employee, pursuant to the terms of this Agreement.

The Director is responsible for the determination, through direct observation or otherwise, as to whether an employee is capable of performing his/her assigned duties. The basis for such determination may include such things as symptoms of being under the influence may be directed to undergo drug and/or alcohol testing.

The fact that an employee who is the subject of reasonable suspicion is not allowed to remain at work shall not be considered a disciplinary suspension. Such employee will be paid for the day without charge to any leave accruals.

Testing shall be performed by an outside agency to maintain impartiality and confidentiality. Tests shall be conducted by certified professionals. Confirmation tests will be conducted if the initial test shall be positive. Testing for alcohol shall be by breathalyzer or by blood test. Drug tests shall be by urine or blood or by other non-intrusive means in the discretion of the professional. All costs associated with the test or testing procedure shall be the responsibility of the County. Time spent in the testing process by the employee shall be compensated for at the employee’s regular rate of pay and shall not count as time worked for overtime purposes. The employee will remain on the payroll unless and until a positive test result occurs.

In the event of a positive test result, the employee will be provided with available information regarding the County’s Employee Assistance Program. On the first occasion, an employee who tests positive may voluntarily submit to an evaluation with the EAP which will screen the employee and determine if treatment is necessary. If so, or if additional treatment is necessary, periodic reports with respect to the employee’s progress and compliance will be made to the County. Failure of the employee to comply with the recommendations of the EAP may result in disciplinary action. In the event an employee does not agree to voluntarily submit to the EAP, the actions taken shall be as follows.

Positive test results shall be defined to include a refusal to take an alcohol or drug test, refusal to give a sample. Actions in the event of a positive result are:

POSITIVE ALCOHOL TEST (concentration of .08 or more BAC)

First instance	Mandatory EAP
Second instance	Thirty (30) day suspension and mandatory EAP
Third instance	Termination (within 2 years of second)

POSITIVE DRUG TEST

First Instance	Mandatory EAP
Second instance	Thirty (30) day suspension and mandatory EAP
Third instance	Termination (within 2 years of second)

An employee absent from work as a result of a positive test in the first instance with respect to alcohol or drugs, shall be allowed to use any leave time to their credit necessary, to comply with the mandates of the EAP.

Any other violation of this drug and/or alcohol policy, other than a positive test as outlined above, may result in disciplinary action pursuant to the terms of this Agreement.

ARTICLE 22 ASSOCIATION DUES

Section 1:

The employer shall deduct from the wages of each employee, on a bi-weekly basis, of a maximum twenty-four (24) pay periods each year, 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. The total of the dues collected from bargaining unit employees during the month will be sent to the United Steelworkers International Treasurer at Five Gateway Center, Pittsburgh, PA, 15222.

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.

IN WITNESS WHEREOF THE PARTIES TO THIS AGREEMENT SET THEIR HANDS AND SEAL THIS 16 DAY OF May, 2016

THE COUNTY OF NIAGARA

William K. McNall
WILLIAM K. MCNALL
CHAIRMAN

Richard E. Updegrove
RICHARD E. UPDEGROVE
COUNTY MANAGER

Approved as to form:

Claude A. Joerg
CLAUDE A. JOERG
COUNTY ATTORNEY

UNITED STEEL WORKERS
AFL - CIO - CLC

Leo W. Gerard
LEO W. GERARD
INTERNATIONAL PRESIDENT

Stan Johnson
STAN JOHNSON
INTERNATIONAL SECRETARY-TREASURER

Thomas Conway
THOMAS CONWAY
INTERNATIONAL VP, ADMINISTRATION

Fred Redmond
FRED REDMOND
INTERNATIONAL VP, HUMAN AFFAIRS

John E. Shinn
JOHN E. SHINN
DIRECTOR, DISTRICT 4

Staff Representative
STAFF REPRESENTATIVE

Local Union Committee
LOCAL UNION COMMITTEE

Local Union Committee
LOCAL UNION COMMITTEE

Local Union Committee
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 in 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

**UNITED STEELWORKERS LOCAL 2002
PROBATION OFFICERS ASSOCIATION**

SALARY SCHEDULE 2015

Step	PO/PO Trainee Min. Grp. Spec.	PO Supervisor
1	19.13	28.65
2	24.54	29.16
3	26.61	30.85
4	28.71	33.01
5	30.78	35.18
6	32.84	37.34
10	33.13	37.63
14	33.42	37.94
20	33.75	38.27
25	33.87	38.41

APPENDIX C

**UNITED STEELWORKERS LOCAL 2002
PROBATION OFFICERS ASSOCIATION**

SALARY SCHEDULE 2016

Step	PO/PO Trainee Min. Grp. Spec.	PO Supervisor
1	19.51	29.22
2	25.03	29.74
3	27.14	31.47
4	29.28	33.67
5	31.40	35.88
6	33.50	38.09
10	33.79	38.38
14	34.09	38.70
20	34.43	39.04
25	34.55	39.18

APPENDIX D

**UNITED STEELWORKERS LOCAL 2002
PROBATION OFFICERS ASSOCIATION**

SALARY SCHEDULE 2017

Step	PO/PO Trainee Min. Grp. Spec.	PO Supervisor
1	19.90	29.80
2	25.53	30.33
3	27.68	32.10
4	29.87	34.34
5	32.03	36.60
6	34.17	38.85
10	34.47	39.15
14	34.77	39.47
20	35.12	39.82
25	35.24	39.96

APPENDIX E

**UNITED STEELWORKERS LOCAL 2002
PROBATION OFFICERS ASSOCIATION**

SALARY SCHEDULE 2018

Step	PO/PO Trainee Min. Grp. Spec.	PO Supervisor
1	20.30	30.40
2	26.04	30.94
3	28.23	32.74
4	30.47	35.03
5	32.67	37.33
6	34.85	39.63
10	35.16	39.93
14	35.47	40.26
20	35.82	40.62
25	35.94	40.76

APPENDIX F

**UNITED STEELWORKERS LOCAL 2002
PROBATION OFFICERS ASSOCIATION**

SALARY SCHEDULE 2019

Step	PO/PO Trainee Min. Grp. Spec.	PO Supervisor
1	20.71	31.01
2	26.56	31.56
3	28.79	33.39
4	31.08	35.73
5	33.32	38.08
6	35.55	40.42
10	35.86	40.73
14	36.18	41.07
20	36.54	41.43
25	36.66	41.58

APPENDIX G

**UNITED STEELWORKERS LOCAL 2002
PROBATION OFFICERS ASSOCIATION**

SALARY SCHEDULE 2020

Step	PO/PO Trainee Min. Grp. Spec.	PO Supervisor
1	21.12	31.63
2	27.09	32.19
3	29.37	34.06
4	31.70	36.44
5	33.99	38.84
6	36.26	41.23
10	36.58	41.54
14	36.90	41.89
20	37.27	42.26
25	37.39	42.41

APPENDIX H

**UNITED STEELWORKERS LOCAL 2002
PROBATION OFFICERS ASSOCIATION**

SALARY SCHEDULE 2021

Step	PO/PO Trainee Min. Grp. Spec.	PO Supervisor
1	21.65	32.42
2	27.77	32.99
3	30.10	34.91
4	32.49	37.35
5	34.84	39.81
6	37.17	42.26
10	37.49	42.58
14	37.82	42.94
20	38.20	43.32
25	38.32	43.47

HEALTHCARE BENEFITS WAIVER

No County provided health insurance for you or your family members will be continued under the effective terms of this waiver.

I hereby for myself, my heirs, executors, and administrators waive my rights to County provided health insurance coverage pursuant to the collective bargaining agreement(s) between Niagara County and the United Steelworkers Local 2002 Niagara County Probation Officers Association.

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

I release any and all rights and claims I may have against Niagara County and/or the United Steelworkers Local 2002 Niagara County Probation Officers Association and their respective representatives as a result of my waiver of health insurance coverage to which I was previously entitled.

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

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

Employee Signature

Date

Niagara County Signature

Date