

**THE COUNTY OF NIAGARA**  
**NIAGARA COUNTY SEWER DISTRICT #1**  
**AND**  
**TEAMSTERS LOCAL #264**

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

## TABLE OF CONTENTS

ARTICLE		PAGE
ARTICLE 1	RECOGNITION	3
ARTICLE 2	NO STRIKE PLEDGE	4
ARTICLE 3	MANAGEMENT RIGHTS	5
ARTICLE 4	RIGHTS OF UNION	5
ARTICLE 5	GRIEVANCE PROCEDURE	7
ARTICLE 6	INVESTIGATION OF GRIEVANCES	8
ARTICLE 7	DISCHARGE AND DISCIPLINE	9
ARTICLE 8	ABSENCES – TARDINESS	10
ARTICLE 9	SICK LEAVE	10
ARTICLE 10	DISABILITY BENEFIT	12
ARTICLE 11	LEAVES OF ABSENCE	13
ARTICLE 12	WORKING HOURS	16
ARTICLE 13	HOLIDAYS	17
ARTICLE 14	VACATION	18
ARTICLE 15	COMPENSATION PLAN	20
ARTICLE 16	HEALTHCARE BENEFITS	23
ARTICLE 17	REQUIRED STATEMENT	28
ARTICLE 18	COMPLETE AGREEMENT	29
ARTICLE 19	WAGES	29

ARTICLE 20	EDUCATIONAL COURSE REQUIREMENTS	30
ARTICLE 21	INOCULATIONS	31
ARTICLE 22	NIAGARA COUNTY CODE OF ETHICS	31
ARTICLE 23	REASONABLE SUSPICION DRUG AND/OR ALCOHOL TESTING POLICY ALCOHOL & DRUG TESTING REQUIREMENTS	31

### **APPENDICES**

APPENDIX A	INCLUDED EMPLOYEE TITLES <b>COVERED BY THIS CONTRACT</b>	36
APPENDIX B	WAGE SCHEDULE – JANUARY 2016	37
APPENDIX C	WAGE SCHEDULE – JANUARY 2017	38
APPENDIX D	WAGE SCHEDULE – JANUARY 2018	39
APPENDIX E	WAGE SCHEDULE – JANUARY 2019	40
APPENDIX F	WAGE SCHEDULE – JANUARY 2020	41
APPENDIX G	HEALTHCARE BENEFITS SUMMARY	42
APPENDIX H	HEALTHCARE BENEFITS WAIVER	48

# ARTICLE 1

## RECOGNITION

### Section 1.1:

The County of Niagara and the Niagara County Sewer District #1, hereafter referred to as the “Employer,” recognizes the Teamsters Local #264, hereafter referred to as the “Union,” as the exclusive bargaining agent for terms and conditions of employment for all permanent full-time employees employed in the Niagara County Sewer District #1, as defined under Appendix A, attached hereto and made part of this Agreement, excluding managerial, confidential and supervisory personnel.

### Section 1.2:

The period of unchallenged representation status for Teamster Local #264 shall be for the maximum period under the law.

### Section 1.3:

Permanent full-time employees shall be defined as employees who have been appointed to permanent full-time positions created by Legislative Action and whose position titles are listed in Appendix A of this contract Agreement.

### Section 1.4:

Teamsters Local #264 having been recognized or certified as the exclusive representative for employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of the bargaining unit who are not members of Teamsters Local #264, an the amount equivalent to the dues levied by Teamsters Local #264 and the fiscal or disbursing officer of the County shall make such deductions and transmit the sum deducted to Teamsters Local #264.

### Section 1.5:

The fiscal officer making such deductions will transmit the amounts to Teamsters Local #264, 35 Tyrol Drive, Cheektowaga, New York 14227. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of Teamsters Local #264.

Section 1.6:

Teamsters Local #264 agrees to hold the Employer safe and harmless as a result of dues or other deduction, from any and all claims, suits, losses or other liability.

Section 1.7:

A permanent full-time employee's seniority date shall begin on the first day of his or her full-time employment:

- A. In the case of job abolishment, reduction in work, layoff and recall, the following procedures will prevail in accordance with Civil Service Law:
  - 1. The employee involved shall have the right to replace another employee who has a lesser seniority date providing the replaced employee has the same job title.
  - 2. If an employee cannot replace anyone within his job title because of lack of seniority, he may replace someone in a lower job title with less seniority, if qualified.
  - 3. Employees shall be recalled in reverse order of layoff.

## **ARTICLE 2**

### **NO STRIKE PLEDGE**

Section 2.1:

Pursuant to the provisions of Subdivision 3(b) of Section 207 of the Public Employees Fair Employment Law, the Union affirms: that it does not assert the right to strike against any government; to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in any such strike; and will not engage in a concerted stoppage of work or slowdown.

Section 2.2:

This Agreement shall be effective from January 1, **2012** through December 31, **2020**.

Either party may submit a request for negotiations on or before September 1, **2020** and the parties shall meet no later than October 1, **2020** to commence negotiations.

If both parties fail to submit a request for negotiations on or before the above stated date, either party may make said request at any time.

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

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

#### Section 3.1:

Except as expressly limited by other provision of this Agreement, all of the authority, rights and responsibilities possessed by the County are retained by it, including, but not limited to:

- the right to determine the mission, purpose, objectives and policies of the County;
- the right to determine the facilities, methods, means, and number of personnel for the conduct of the County programs;
- the right to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to Law;
- the right to direct, deploy and utilize the work force;
- the right to establish, maintain, and alter work schedules to facilitate full and consistent operations;
- the right to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate the new or existing positions in accordance with the law;
- the right to discipline or discharge employees in accordance with Law and the provisions of this Agreement.

## **ARTICLE 4**

### **RIGHTS OF UNION**

#### Section 4.1:

Teamsters Local #264 shall have unchallenged representation status with respect to other employee organizations to represent all employees as set forth in Appendix A herein, in any and all proceedings under the Public Employees Fair Employment Act, under the terms and conditions of this Agreement, to designate its own representatives to appear before any appropriate official of the Employer to effect

such representation, to direct, manage and govern its own affairs and to pursue all objectives free from any interference, restraint, coercion or discrimination by the Employer.

Section 4.2:

Teamster's Local #264 shall have the sole and exclusive right to pursue any matter or issue under the grievance and appeal procedure in this Agreement.

Section 4.3:

It is agreed that the Employer shall not discriminate against any employee because of membership in the Union nor against any employee because of action on a committee of the Union in the interest of same.

Section 4.4:

One outside representative of the Union shall be allowed access to the sewer plant on Union business provided the following rules are observed:

- A. Permission must first be obtained from the Chief Operator or designee.
- B. Access shall be during the day shift only, Monday through Friday.
- C. One hour limit and shall be limited to the Administration Building.
- D. Visitation shall not interfere with work of employees.
- E. If the Chief Operator turns down such request, final appeal may be made to the County Human Resources Director whose determination shall be final.
- F. Nothing in Section 4 herein shall be subject to the grievance procedure established by this contract.

Section 4.5:

Administration Committee and Sewer Board minutes will be made available to the designated union representative within a reasonable time, not to exceed ten (10) working days, after approval of same.

## ARTICLE 5

### GRIEVANCE PROCEDURE

#### Section 5.1: Definition

A “GRIEVANCE” shall be defined as a violation, misapplication, or misinterpretation of the terms and conditions of this Agreement.

#### Section 5.2: Step 1

All members of the unit shall have the right to present grievances in accordance with this Article, provided, that the first presentation of the grievance must occur within ten (10) working days of the date of occurrence of the violation, misapplication, or misinterpretation, or within ten (10) working days of when a reasonably diligent employee should have received notice of the violation, and provided that the grievance is presented in writing containing a brief statement of the nature of the grievance and the specific provision(s) of the Agreement alleged to have been violated, misapplied, or misinterpreted. The grievance shall be presented directly to the **Administrative Director** and a copy sent by the Union to the Human Resources Department of the County at the same time. For the purposes of this Article, working days are considered to be Monday through Friday. The **Department Head** shall render a decision, in writing, and present it to the Grievant within ten (10) working days of the first presentation of the formal grievance. The Department Head shall send a copy of the decision to the County’s Human Resources Department at the same time.

#### Section 5.3: Step 2

The Grievant and Union may appeal the decision rendered at Step 1 within ten (10) working days after receipt of the decision by submitting a written appeal to the Administrative Director. The written appeal shall consist of the original grievance, the Department Head’s decision, and any other documentation deemed by the Union to be relevant. Within ten (10) working days after receipt of the appeal, the Administrative Director shall hold a hearing with the grievant and the Union. The Administrative Director shall render a decision, in writing, to the grievant and the Union within ten (10) working days after conclusion of the hearing.

#### Section 5.4: Step 3

The grievant and the Union may appeal the decision rendered by the Administrative Director within ten (10) working days after receipt of the decision by submitting a written appeal to the Niagara County Human Resources Department. The written appeal shall consist of the original grievance, the



Administrative Director's decision, and any other documentation deemed by the Union to be relevant. Within ten (10) working days after receipt of the appeal, a representative of the Human Resources Department shall hold a hearing with the grievant and the Union. The Human Resources Department shall render a decision in writing to the grievant and the Union within ten (10) working days after conclusion of the hearing.

#### Section 5.5: Step 4

In the event that the Union does not accept in whole or in part the decision of the Human Resources Department in a grievance regarding the terms of the this Agreement, the unresolved issues shall be submitted to an Arbitrator by the filing of a Demand for Arbitration under the rules of the Public Employment Relations Board of the State of New York within fifteen (15) working days with the provision that the Arbitrator shall consider only the disputed issues submitted to him or her by joint statement executed by the parties, and that the Arbitrator shall have no power to add to, subtract from, modify or amend any of the provisions of this Agreement, or to issue any award limiting or interfering with the operation of any applicable provisions of law, or inconsistent with, or contrary to, any such provisions of law. The Arbitrator shall be selected by the parties from a list of Arbitrators provided by the New York State Public Employment Relations Board. The Arbitrator's decision shall be in writing and shall set forth his or her decision and award which shall be final and binding on all parties. The cost of the services of the Arbitrator, including expenses, shall be borne equally by the Union and the Employer.

The time frame for any step can be mutually extended by the parties or if any party fails to adhere to these time limits the grievance shall be advanced to the next step by either party or the matter shall be closed based upon the last response by the County.

## **ARTICLE 6**

### **INVESTIGATION OF GRIEVANCES**

#### Section 6.1:

Niagara County Sewer District #1 shall have two (2) stewards who with notice to their immediate supervisor during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer, providing such actions do not interfere with the operations of the Sewer District. Only one steward may engage in such investigations of grievances and the maximum time allowed per day shall be one (1) hour.

Section 6.2:

The immediate supervisor shall not arbitrarily withhold permission for the steward to engage in such investigation or presentations of a grievance. The stewards shall not abuse this right to investigate or present a grievance.

## **ARTICLE 7**

### **DISCHARGE AND DISCIPLINE**

Section 7.1:

All permanent full-time employees shall be afforded the benefits and protections of Section 75 and 76 of the New York State Civil Service Law in matters of discharge and discipline. In addition to the requirements thereof, the Union 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.

Section 7.2:

Each of the following constitutes cause for disciplinary action:

- fraud in securing employment
- incompetence
- inefficiency
- neglect of duty
- insubordination
- dishonesty
- drunkenness on duty
- intemperance
- addiction to the use of drugs or narcotics
- absence without permission
- discourteous treatment of the public or other employees
- misuse of County property
- willful disobedience
- misconduct during works hours

The foregoing list is meant to be illustrative only and not all-encompassing.

Section 7.3:

Counseling, whether verbal or written, shall not be considered as disciplinary and shall not be included in the foregoing. In the event that 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 counseled shall be entitled to have a union representative present, at the employee's option, unless, in the sole discretion of the Chief Operator, 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 counseling which shall include an explanation of the need for the immediacy of such.

**ARTICLE 8**

**ABSENCES-TARDINESS**

Section 8.1:

All absences, including tardiness, must be noted for use in relation to an employee's individual record and must be charged against the proper time credit reserves.

**ARTICLE 9**

**SICK LEAVE**

Section 9.1: Accruals

Employees shall be allowed sick leave credits at the rate of one (1) working day per calendar month in service which shall be cumulative to a maximum of 225 days. After the appropriate maximum is reached, no more sick leave credits may be earned by the employee, except to the extent of restoring credits subsequently drawn for sick leave and thereby building up accruals again to the appropriate number of maximum days.

Section 9.2: Accruals While On Leave

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

### Section 9.3: Usage

Employees shall be allowed to use their accumulated sick leave credits for instances of personal illness. The employee must notify the Chief Operator or designee, of the nature of the illness within one (1) hour prior to the start of the employee's work shift. Employees may utilize up to three (3) of their accumulated sick days per year for illness of a spouse, child, parent, or person residing in the household of the employee.

### Section 9.4: Physician Certification Requirements

Any absence being charged to an employee's sick leave credits in excess of three (3) consecutive work days may be required to be substantiated by a physician's certification to be presented to the Chief Operator upon return to the workplace. A physician's excuse shall also be required to be produced for sick time used on the day before or the day after the use of a personal day, holiday, or vacation day. Failure to produce a physician's excuse will result in a denial of the use of the sick day.

### Section 9.5: Sick Leave Abuse

If any evidence of sick leave abuse exists under this Article, the employee's immediate supervisor or Department Head shall hold a meeting with the employee to try and resolve the situation prior to any disciplinary action being taken. The immediate supervisor or Department Head shall allow a Union representative to be present at the meeting if requested by the affected employee. The Union will work cooperatively with the employer to reduce and prevent abuses of sick leave.

Leave for medical or dental visits shall be charged to an employee's accrued sick leave credits in increments of one (1) hour. A physician's excuse shall be required for the use of sick leave for medical or dental visits.

### Section 9.6: Sick Leave Incentive

The parties agree that the employer may, with the consent of the employee, buy back unused sick days in any calendar year according to the following formula:

- A. In the event that an employee has gone one (1) quarter of any calendar year using no sick time, the employer offers to buy back one (1) of the accrued sick days for that quarter for a cash payment. The employee's accrued sicktime will then be reduced by one (1) day.

- B. In the event that an employee does not use any sick time in a full calendar year, the employer will offer to buy back an additional two (2) of the accumulated sick days (for a maximum of six total) for a cash payment. Said cash payment is to be made in the second pay period of December of each calendar year. The employee's accrued sick time will then be reduced by an additional two (2) days.

Sick days utilized between the last pay period in December and January 1<sup>st</sup> of any calendar year shall disqualify the employee of said sick day(s) from the first quarter and the annual incentive buy back covered in this Article for the following calendar year.

#### Section 9.7: Sick Leave Buy Back

Employees retiring from County service shall be entitled to receive a payment of 25% of all unused accumulated sick days the employee had at the time of retirement. The remaining days will be credited toward the 41J benefit.

### **ARTICLE 10**

#### **DISABILITY BENEFIT**

##### Section 10.1: Disability Insurance

The County agrees to provide a minimum statutory disability insurance plan registered with the State of New York to all employees covered under this agreement who have served continuously for four consecutive weeks.

- A. The disability insurance plan will provide the following benefits:
  - 1. Employees will receive 50% of gross pay up to maximum of \$170 per week.
  - 2. Benefits are available for a total of 26 weeks in any 52-week period.
  
- B. The following provisions apply to disability insurance:
  - 1. The County reserves the right to select and change the disability insurance provider.
  - 2. All employees will participate and will contribute sixty cents (\$.60) per week toward the cost of disability insurance to be deducted from their paychecks.

3. A five working day or seven calendar day waiting period, whichever is less, after injury or illness, is required before drawing benefits.
  4. Employees, at their option, may use accumulated sick time during the waiting period. Sick time must be used in half-day increments while the employee is receiving benefits from this plan.
  5. Vacation leave that is unused at the end of a calendar year due to an employee on disability will convert to sick leave.
  6. Employees will not earn vacation, sick leave nor personal leave credits while receiving disability benefits. The employee will be considered to have no interruption of service while receiving disability benefits.
- C. In the event that there is a premium increase to the County, the parties agree to negotiate cost containment alternatives to lower the County premium, which may include an increase in waiting period, or a requirement to use a greater amount of leave accruals prior to becoming eligible for benefits.

## **ARTICLE 11**

### **LEAVES OF ABSENCE**

#### Section 11.1: Compensation-Injury or Disease

An employee who is necessarily absent from duty because of occupational injury or disease, as defined by the Worker's Compensation Law, may, pending adjudication of his or her case, and while the disability renders the employee unable to perform the duties of the position, be granted leave with full pay for period not to exceed three (3) months (exclusive of accumulated sick leave credits and other time credits), on approval of the appointing authority after a full consideration of all facts involved. Use of accumulated sick leave and other time credits shall precede the use of any discretionary leave with pay.

Vacation and sick leave credits shall not be earned under these circumstances for periods that an employee is on such discretionary leave with pay.

Should the disability persist beyond this period of three (3) months, plus accumulated sick leave credits and other time credits, such employee may be placed on leave without pay for a further period not to exceed twelve (12) months.

When such employee has been awarded compensation by the Worker's Compensation Board for the period of leave with pay, such compensation award for loss of time for such period shall be credited to the County. Upon return to active duty, such employee shall be re-credited with that proportion of earned credits consumed during the period of absence in proportion to the category from which they were deducted. That is, the employee will be re-credited with sick time, personal time, compensatory time, and or vacation time equivalent to the percentage paid to the County.

Any employee who receives workers' compensation benefits, can elect the above referenced re-credit of leave accruals or elect to receive only the actual benefits received by the workers' compensation carrier. Such election shall be stated in writing at the time of compensable injury or illness.

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 and the County of Niagara shall not make any claim for all or any portion of such award.

If an employee requests vacation pay for his or her vacation while on a compensable leave, the employer shall pay such employee for the accrued leave.

#### Section 11.2: Personal Leave

Each employee shall receive three (3) Personal Leave days subject to the following conditions:

- A. It must be for the purpose of conducting business that cannot be conducted at a time other than the employee's regularly scheduled working hours.
- B. A written request must be made to the Chief Operator, or designee, at least three (3) working days prior to the day of leave, except in case of emergency.
- C. The Chief Operator, or designee, shall notify the employee of the approval or disapproval of the request within twenty-four (24) hours of the receipt of the request.
- D. Personal Leave days not used during the calendar year shall be added to sick leave accumulation as set forth in Article 9, Section 1.
- E. Personal Leave shall not be used for recreational and/or social purposes. Use for other than conducting business that cannot be conducted at a time other than the employee's regularly scheduled working hours shall constitute abuse of Personal Leave and shall subject the employee to discipline.

An employee is not eligible for personal leave days until after the completion of ninety (90) days of employment following the original date of appointment in the District. An employee hired on or after July 1 of any year shall receive one and one-half (1 ½) personal leave days upon completion of ninety (90) days of employment for the first calendar year. Personal Leave days may not be used in conjunction with vacation days nor on the day before or after a designated holiday unless approved by the Chief Operator.

### Section 11.3: Leave For Death In Family

Leave of absence with pay shall be granted to a permanent full-time employee who is absent from duty because of death in the employee's family upon satisfactory evidence of such death based on the following schedule:

- Four (4) consecutive days, if scheduled: spouse; parent; child; sister; brother; grandparent; grandchild.
- Three (3) consecutive days, if scheduled: mother-in-law; father-in-law; sister-in-law; brother-in-law.
- One (1) day to attend the funeral of the spouse's grandparents.

If special circumstances arise (for example: death out-of-state or out of country, delayed funeral arrangements, delayed travel arrangements or other documented, reasonable individualized needs), the number of days mentioned above may be rescheduled by the County Human Resources Department to meet such documented, reasonable and individualized needs of the employee. To be eligible for any leave for death in the family as set forth in this Section, the employee must attend the funeral/memorial service and if requested, provide proof of such.

### Section 11.4: Jury Duty

The Department Head shall grant jury duty leave as required by Law. The employee will be compensated by the County for the difference between the sum paid for jury duty and their normal daily rate of pay. An employee serving on jury duty must submit documentation from the court substantiating the date(s) served and the amount of pay received. Any employee volunteering for jury duty will not be paid by the County.

Employees serving on jury duty while scheduled for the second shift will be excused with pay for each second shift immediately following the day served on jury duty.

Employees serving on jury duty while scheduled for the third shift will be excused with pay for each third shift immediately preceding the day served on jury duty.



## Section 11.5: Military Leave

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

## Section 11.6:

A copy of the notice given to Civil Service by an appointing authority relative to a leave of absence of an employee or a notice of reemployment or reinstatement shall also be filed with the Human Resources Department of Niagara County.

## **ARTICLE 12**

### **WORKING HOURS**

## Section 12.1:

Except for emergency situations and positions which are less effective having a consecutive hour scheduled, eight (8) consecutive hours of work within the twenty-four (24) hour period shall constitute the regular workday. Work schedules showing the employee's shifts, work days, and hours shall be posted at all times. It is understood that scheduling of work is a management right and that schedules will be altered based on operational requirements. Reasonable advance notice, except for emergencies, shall be given for changes in work schedules.

All employees shall be entitled to an unpaid one-half (1/2) hour lunch break during the course of their shift except when working alone, at which time they will receive a one-half hour paid lunch.

## Section 12.2:

An employee called in for emergency duty shall receive a minimum of four (4) hours pay at the appropriate straight time or overtime rate.

## Section 12.3:

The relief operator schedule shall be posted at least one (1) week in advance by the District.

Section 12.4:

Employees who are scheduled to work the shift on which the clocks are moved forward (April: (7) paid shift) or moved back (October nine (9) hour shift) shall be paid for the actual hours worked. Employees calling in because of illness during this shift shall have their sick leave accruals charged appropriately.

Section 12.5:

Total break time shall be limited to thirty (30) minutes per day which shall include all breaks. The breaks shall consist of fifteen minutes during the first four hours worked and fifteen minutes during the second four hours worked. Employees shall be entitled to five (5) minutes of cleanup time at the end of their shift.

**ARTICLE 13**

**HOLIDAYS**

Section 13.1:

The following are paid legal holidays for all members of the bargaining unit:

- |                            |                        |
|----------------------------|------------------------|
| New Year's Day             | Labor Day              |
| Martin Luther King Jr. Day | Columbus Day           |
| President's Day            | Veteran's Day          |
| Good Friday                | Thanksgiving Day       |
| Memorial Day               | Day after Thanksgiving |
| Independence Day           | Christmas Day          |
|                            | Floating Holiday       |

The Floating Holiday may be used in either full day or half-day increments, subject to prior approval by the Chief Operator, which approval shall not be unreasonably withheld. The full floating holiday must be used before the end of each calendar year or is forfeited.

Section 13.2:

Should an employee be required to work on a holiday, each employee so required to work shall be paid time and one-half (1-1/2) the regular rate of pay for that day's work and said employee shall also receive one compensatory day off at the regular straight rate of pay.

Section 13.3:

If a holiday falls within the vacation period of an employee, the employee's accrued vacation leave shall be credited with the holiday(s) falling within his or her vacation period.

Section 13.4:

When a holiday falls within the work week, it shall be counted as an eight (8) hour work day for the purpose of computing overtime pay and work week. To be eligible to receive holiday pay, the employee must work their regularly scheduled workday before and their regularly scheduled workday after the holiday except where such absence was authorized.

Section 13.5:

If any of the named holidays fall on a Saturday, the holiday will be observed on the previous Friday. If any of the named holidays fall on a Sunday, the next day thereafter shall be observed.

This section shall not apply to the Floating Holiday.

**ARTICLE 14**

**VACATION**

Section 14.1:

All full-time permanent employees shall be granted annual vacation with pay as per the following schedule:

- Ten (10) working days after one (1) full year of service
- Fifteen (15) working days after five (5) full years of service
- Seventeen (17) working days after eight (8) full years of service
- Eighteen (18) working days after ten (10) full years of service
- Nineteen (19) working days after twelve (12) full years of service
- Twenty (20) working days after fourteen (14) full years of service
- Twenty-three (23) working days after twenty (20) full years of service
- Twenty-five (25) working days after twenty-five (25) full years of service

Section 14.2:

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

Section 14.3:

Vacations must be taken in the calendar year in which they are due.

Section 14.4:

Vacation time will not be cumulative.

Section 14.5:

No vacation credits will accumulate while an employee is on a leave of absence without pay in excess of five (5) work days per calendar month; under a disciplinary punishment involving the loss of work time in excess of five (5) work days per calendar month or while on a leave of absence with one-half (1/2) pay. However, death in the family, per Article 11, Section 3, during vacation will not be deducted from vacation time.

Section 14.6:

When a permanent full-time employee leaves County service during the course of the year for reasons of retirement or resignation, he or she shall receive a vacation credit of one (1) day for each complete month worked during the year, not to exceed ten (10) days. This does not apply to an employee with less than one (1) year of service nor a discharged employee.

Section 14.7:

In January of each year the District will post a yearly calendar, on which each employee shall indicate a preference for vacation.

Section 14.8:

By March 1<sup>st</sup> of each year the Chief Operator will indicate approval or disapproval of the employee's vacation request. If approved, the employee's vacation may not be changed except in the event of an emergency determined by the Chief Operator. All vacation must be submitted not later than April 1<sup>st</sup> and final approval must be received by the employee no later than April 15th.

Section 14.9:

The Union agrees to provide a vacation preference list in the event that the current list changes for any reason.

Section 14.10:

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

## **ARTICLE 15**

### **COMPENSATION PLAN**

Section 15.1: Promotion

When a permanent full-time employee is promoted to a position in a higher class or grade, his or her salary shall be increased to the minimum rate for the higher class or grade. If any employee is promoted to a position in a higher grade or class and the minimum salary is equal to or lower than the rate of compensation then received by such employee, the employee, upon such promotion, shall be paid the salary which corresponds to the next higher step within the salary range to which he or she has been promoted. Promoted employees must proceed through the remaining steps to be eligible for Step Eight (8) of the new grade.

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

Section 15.2: Overtime

Compensation shall be at time and one-half (1-1/2) the hourly rate for work performed over forty (40) hours per week or eight (8) hours per day. The salaries and wages of employees shall be paid bi-weekly on Friday. In the event this day is a holiday, the preceding day shall be the payday. Every effort will be made to pay the second and third shifts a day previous to the first shift employees.

The County will maintain its current holdback system for unit employees.

A record of overtime worked will be kept on maintenance employees to insure that overtime is distributed as equally as possible.

- A. When overtime is necessary, the overtime shall be offered to the employee with the fewest number of overtime hours to his credit. If this employee refuses the overtime assignment, it will be offered to the next employee with the next fewest hours of overtime. This procedure shall be followed until an employee is selected. Employees who refuse overtime when offered shall be charged with a refusal and their place on the overtime list shall be changed as though they had worked the offered overtime.

Management reserves the right to utilize specialized employees whenever emergency repairs need to be facilitated.

Employees who are absent from their normal work shift because of illness shall not be permitted to return to work prior to the beginning of their next scheduled work shift. Eight (8) hour shift in a twenty-four (24) hour period.

Sick time, for the purpose of overtime calculation, will not be counted as time worked, if the employee is off work sick three (3) consecutive days or more in the same workweek. All overtime worked in that week, in such instances, will be paid at straight time.

### Section 15.3: Clothing Allowance

Permanent full-time employees shall be provided with a clothing allowance as follows:

The amount of the annual clothing allowance shall be four hundred dollars (\$400.00). An employee shall have a one time, annual option to submit receipts, at any time during the calendar year, for reimbursement up to this dollar amount. An employee may choose to submit receipts totaling a lesser amount, and in this event, the amount of the annual clothing allowance shall be equal to the dollar amount of the receipts submitted.

For newly hired employees, the amount of the clothing allowance for the first year of employment shall be pro-rated based on the number of months of completed full-time employment.

Employees may submit receipts for reimbursement, once per calendar year, at any time during the calendar year up to November 1. However, all permanent full-time employees shall have the option of receiving the clothing allowance without the submission of receipts, or in the event receipts from reimbursement are not submitted by November 1, however the amount of the clothing allowance shall be subject to all applicable withholding taxes.

#### Section 15.4: Longevity

All employees who have had the following years (weeks) of consecutive paid employment by the County, shall receive the following amounts in addition to their yearly pay. The increase shall become effective on the anniversary date of completion of ten, fifteen, twenty and twenty-five years, respectively, of consecutive paid employment. Longevity payments are cumulative and will result in a total longevity of \$1150 after twenty-five years. The longevity schedule shall be:

10 Consecutive Years (520 weeks)	- \$300
14 Consecutive Years (728 weeks)	- \$200
20 Consecutive Years (1040 weeks)	- \$325
25 Consecutive Years (1300 weeks)	- \$325

Longevity payments shall be prorated over twenty-six (26) pay periods during the year.

#### Section 15.5: Increments

Annual salary increases (increments) are not mandatory but are based upon the recommendation of the Department Head, which shall be based, in part, upon an annual performance evaluation, and the Sewer District Board decision. Those employees who are recommended by the Department Head and the Sewer District Board, shall receive an increment for each year they are recommended up to the maximum provided for by this Agreement (See Section 6 immediately below). Those employees not recommended for an increment by the Department Head and the Sewer District Board shall be notified, in writing, of the reason why they were not recommended.

Employees must work at least six (6) months prior to December 31<sup>st</sup> of the year to be considered for an increment on the following January 1st. All other employees must spend a full calendar year in service before being eligible for an increment. It is understood that promotions will not adversely affect the awarding of increments.

Increments of provisional appointees shall be carried over when they receive permanent appointment from an eligible list to the position, which they held as a provisional or temporary appointee.

Section 15.6:

All employees must satisfactorily complete Step 1 through Step 5 and have completed a total of eight (8) years of service with the Sewer District before the employee is eligible for placement in the eighth (8<sup>th</sup>) Step.

The employee shall receive the eighth (8<sup>th</sup>) Step rate the first pay period after completion of eight (8) full years of District service.

Employees who are promoted must proceed through the steps of the new (promoted) grade before they become eligible for Step eight (8) of new grade.

Section 15.7:

Shift differential as stated in this paragraph applies to employees required to work past the end of their assigned shift and to employees assigned to the second or third shifts. Shift differential shall be **45** cents/hour for the afternoon shift (2<sup>nd</sup> shift) and **50** cents/hour for the midnight shift (3<sup>rd</sup> shift) **effective after ratification (1/17/2017)**.

Maintenance employees shall be paid shift differential for all hours worked in the event that they are called in and the actual time worked exceeds three (3) hours. In the event that an employee works in excess of three (3) hours past their regular shift, appropriate shift differential shall apply. Shift differential will only be paid for hours actually worked.

## **ARTICLE 16**

### **HEALTHCARE BENEFITS**

Section 16.1: General Provisions

The County agrees to make available a comprehensive healthcare plan, including prescription drug, medical, surgical (other than elective cosmetic) and hospitalization coverage. Provisions of the Niagara County Healthcare Plan (the "Plan") are specifically detailed in a Summary Plan Document ("SPD"), which shall include benefits and services that at minimum are equivalent to those outlined in the Matrix attached as Appendix E. The significant benefit items as listed in Appendix E 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 shall participate in the evaluation of bids or quotes received. The Joint Committee shall make its recommendations to the County for a new TPA or Carriers and rank other TPA's or Carriers who bid. The selection of a TPA or Carrier by the County shall be from among those options ranked by the Committee and shall be based on all available information and shall be in the best interest of the members and the County taxpayers.

During the term of the Agreement, should the County or the Joint Committee find that another Carrier or TPA could provide comparable coverage at a lower cost, the matter will be submitted to the Joint Committee for review and consideration. Any recommendation would be submitted to the County for approval.

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

**First Choice (Catholic Health Plan) is an option for eligible employees as long as said plan is available. If First Choice is more costly than County Value Plan (base plan), the difference will be paid by the employee + contribution rate.**

## Section 16.2: 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 16.3: Employee Contribution

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

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 healthcare benefits provided by the County will require employee contributions through payroll deductions as hereinafter set forth:**

<b>For current employees on date of ratification (1/17/2017) who participate in the Core, Value and First Choice plans:</b>	
<b>Year</b>	<b>Contribution</b>
<b>2012 – 2016</b>	<b>No change</b>
<b>2017</b>	<b>\$55 per month family; \$27.50 per month single</b>
<b>2018</b>	<b>\$60 per month family; \$30 per month single</b>
<b>2019</b>	<b>5% of the applicable premium with a \$2,000 annual cap</b>
<b>2020</b>	<b>5% of the applicable premium with a \$2,000 annual cap</b>

**Should any employee elect the Premium plan option, then the employee will pay for 10% of the cost of the monthly in lieu of premium.**

**Employees hired subsequent to ratification (1/17/2017) shall contribute 10% of the applicable in lieu of premium for all plan options.**

#### Section 16.4: Healthcare Waiver

A maximum benefit (the "Waiver) consisting of \$500 for a full year waiver of single coverage, or \$1000 for a full year waiver of family coverage shall be extended to active members of the bargaining unit who are eligible for coverage provided by the County. Payments shall be made biannually in two equal installments in July and January, following each six months of waived insurance. See Appendix F (Healthcare Benefits Waiver) of this Agreement.

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

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

Written notice must be provided to the 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 16.5: Health Reimbursement Accounts

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

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

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

Section 16.6: Flexible Spending Accounts

The County shall maintain and pay administration costs only of employee flexible spending accounts ("FSAs"). Employees may fund, through annual election at open enrollment, as FSA with pretax dollars up to the maximum allowable by the Internal Revenue Services. The FSA allows employees to set aside pretax dollars for the following: the employee's portion of the cost of qualified benefit 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 day care expenses.

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

**Effective January 1 of each year of this agreement, the County shall deposit funds into a Flex 125 account to be used for vision or dental expenses only, as allowed by law. Effective January 1, 2017 the amount is \$356 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 16.7: Retiree **Healthcare**

- A. Current employees, **i.e. those hired prior to ratification of this agreement (1/17/2017)**, shall be eligible for Niagara County Healthcare Plan coverage upon retirement from continuous full-time service as follows:

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

**B. Retirees hired subsequent to ratification of this agreement (1/17/2017) shall be eligible for Niagara County Healthcare Plan coverage upon retirement from continuous full-time service as follows:**

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

**C. Retirement shall be defined as retirement under the New York State Retirement System.**

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

**It is required, that as an on-going condition of eligibility for medical insurance through the Niagara County Healthcare Plan, that an eligible retired employee and/or the surviving spouse of a retired employee who becomes Medicare eligible through age or disability, with the exception of end-stage renal disease, must enroll in a Medicare Advantage insured plan or similar plan offered through Niagara County.**

Niagara County retirees, but not their spouses, will be reimbursed biannually for Medicare Part B premiums. **No reimbursement for cost of Medicare Part B premium for employees hired subsequent to ratification of this agreement (1/17/2017).**

The County shall provide the 1/60<sup>th</sup> plan retroactive to 1938. Commencing April 1, 1971, the County adopted Plan 75-G, with its Riders 41-J and 60-B. The County adopted Plan 75-I for all bargaining unit members in Tiers 1 and 2 of the New York State Retirement System.

## **ARTICLE 17**

### **REQUIRED STATEMENT**

If any Article or a part thereof of this Agreement or any addition thereto should be found in violation of any Federal or State Law, or if adherence to or an enforcement of any Article or part thereof should be restrained by court of Law, the remaining Articles of the Agreement or any addition thereto shall not be affected. In the event of any of such, the parties shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

It is agreed by and between the parties that any provision 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.

## **ARTICLE 18**

### **COMPLETE AGREEMENT**

The Employer and the Union acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by Law from the area of collective negotiations.

This Agreement constitutes the entire Agreement between parties and no verbal statement or other agreement in whatever form except an amendment to this Agreement in writing annexed hereto and specifically designated as an amendment to this Agreement shall supersede or vary its terms.

## **ARTICLE 19**

### **WAGES**

The provisions of this Agreement shall be effective for the years beginning **January 1, 2012 through December 31, 2020**. Wages and step rates for each of the years of this Agreement shall be as set forth in the Wage Schedules attached to this Agreement and made a part hereof.

**General increases and cash payments for employees on active payroll at time of ratification (1/17/2017).**

**2013 - \$1,000 (cash payment – not in wage scale) for those hired 6/30/2013 or earlier; ½ said amount for those hired 7/1/2013 – 12/31/2013.**

**2014 - \$1,000 (cash payment – not in wage scale) for those hired 6/30/2014 or earlier; ½ said amount for those hired 7/1/2014 – 12/31/2014.**

**2015 - \$1,000 (cash payment – not in wage scale) for those hired 6/30/2015 or earlier; ½ said amount for those hired 7/1/2015 – 12/31/2015.**

**2016 – 2.0%**

**2017 – 2.0%**

**2018 – 2.0%**

**2019 – 2.0%**

**2020 – 2.0%**

Operator trainees (or equivalent classification) who successfully complete the required training will be promoted to Assistant Operator (or equivalent classification) upon completion of two years on the job.

Assistant Operators (or equivalent classification) who successfully complete the required training will be promoted to Operator (or equivalent classification) upon completion of five years on the job.

Years on the job requirements may be waived by the Chief Operator to an earlier date than specified above. If any promotion or incremental step adversely affects an employee's pay rate, said promotion or incremental step may be waived until a time favorable to the employee.

## ARTICLE 20

### EDUCATIONAL COURSE REQUIREMENTS

New York State now requires sixty (60) additional hours of instruction to be successfully completed by each 3A operator within sixty (60) months to maintain said 3A operator status. The District will make available to each employee thirty (30) hours applicable instruction on an in-house basis. The employee shall be responsible for obtaining the additional thirty (30) hours by his or her attendance at pre-approved seminars and courses. **The District will compensate an employee at his or her straight time rate for any such additional hours as are taken during the employee's regularly scheduled work time, provided attendance has been approved in advance by the Administrative Director and, further provided, that attendance at such courses does not result in the payment of overtime compensation to other employees.** The Sewer District will pay any tuition, mileage, and/or registration costs for said instruction but each employee is required to obtain said instruction outside of the work hours and on their own time. Employees will be allowed to use personal, vacation or compensatory time to obtain said additional 30 hours not provided by the County or the District. No tuition will be provided for any course that is not successfully completed nor for any courses that must be repeated.

For example, an employee may leave work, with approval, using personal, vacation or compensatory time; or take the course on a non-scheduled work day, using the accrued leave time listed above for which they would be compensated at straight time.

## **ARTICLE 21**

### **INOCULATIONS**

The Niagara County Sewer District will make available to all employees, appropriate hepatitis and tetanus inoculations to be administered by the Niagara County Health Department or other designee. These inoculations will be available to each employee at their option. Employees who exercise this option will be required to follow administration instructions and sign any applicable waivers or releases that the Health Department or designee may require. If not covered by the County Health Care Plan, the cost of the inoculations shall be borne by the County.

## **ARTICLE 22**

### **NIAGARA COUNTY CODE OF ETHICS**

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.

## **ARTICLE 23**

### **REASONABLE SUSPICION DRUG AND/OR ALCOHOL TESTING POLICY ALCOHOL AND DRUG TESTING REQUIREMENTS**

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

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

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



Refusing to submit to an alcohol or illegal drug test may result in disciplinary action. Any violation of this agreement by a covered employee may be grounds for disciplinary action in a progressive manner.

No employee shall use, distribute, dispense, possess or manufacture any illegal drugs on a job site or county property while on duty or while in a County owned vehicle, a vehicle leased for County business, or a privately owned vehicle being used for county business during the employee's work hours.

The Director of Human Resources or his/her designee shall arrange for training of all Department Heads who may be utilized to determine "reasonable suspicion".

### **DEPARTMENT HEAD RESPONSIBILITIES**

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

1. Department Heads are responsible for determining, through direct observation, whether an employee is capable of performing his/her assigned duties. Symptoms of being under the influence of alcohol or drugs include: incoherent or belligerent speech, smell of alcohol, difficulty working, or erratic or unusual behavior uncommon to the employee. Any of the foregoing will constitute reasonable suspicion.

The Director of Human Resources shall ensure that all employees covered by this Agreement receive a copy of this County policy and educational materials that explain the requirements of the drug and alcohol testing procedures prior to the start of alcohol or illegal substance testing. Union Representatives shall also be notified of the distribution of this information.

2. Employees who are suspected of being unfit for duty may not remain at the workplace. Such incidents and situations as described in #1 should be witnessed and documented in writing immediately. Clearly, an employee who is impaired should not be allowed to drive home from the workplace. (see #4 for further direction).
3. Employees who are suspected of being unfit for duty as a result of alcohol or drug use may be directed for reasonable suspicion based drug and/or alcohol testing.
4. After reasonable suspicion testing issues have been resolved, the employee may arrange transportation home with a member of his/her family or a friend of the employee or in a taxi at the employee's expense. If all other alternatives are exhausted, a Department Head may allow an employee to be driven home in a County vehicle.

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

## **COUNTY RESPONSIBILITIES**

It is the Policy of Niagara County that:

1. A drug and alcohol free workplace be maintained through the efforts and personal examples of management.
2. All employees and Department Heads understand its Drug-Free Workplace policies and Drug Testing Procedures. Niagara County will also train Department Heads how to recognize behaviors that indicate reasonable suspicion for requesting drug and/or alcohol tests.
3. The County of Niagara or its agents will not harass its employees with regard to this Policy. Copies of any documentation relating to this policy will be made available to the union upon the written request of the employee affected.

## **GENERAL PROVISIONS**

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

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

## **POSITIVE TEST RESULTS**

If the employee tests positive, they will be provided with information available for the Employee Assistance Program.

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

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

### **POSITIVE TEST:**

Alcohol (concentration of .08 or greater; concentration of .06 or greater for CDL Licensed Employees)

- A. First Instance: Voluntary EAP
- B. Second Instance: Written reprimand and mandatory EAP
- C. Third Instance: Thirty (30) days suspension and mandatory EAP
- D. Fourth Instance: Termination (within two (2) years of the third instance)

In the event New York passes legislation decreasing the amount of blood alcohol content to below the current level, the parties agree to negotiate a change in the concentration level set forth above.

**POSITIVE TEST: DRUGS** (marijuana, cocaine, amphetamines, opiates (including heroin), phencyclidine (PCP))

- A. First Instance: Mandatory EAP
- B. Second Instance: Thirty (30) days suspension and mandatory EAP
- C. Third Instance: Termination (within two (2) years of the second instance)

Accruals: An employee who is absent from work as a result of a positive test or as a result of his or her undergoing treatment in an EAP sponsored rehabilitation program will be allowed to use any leave time pursuant to this Agreement.

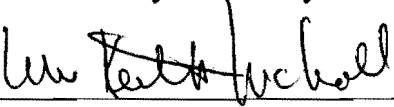
Nothing in this policy is to be construed as a denial of rights guaranteed by this Agreement except those of this policy which supersede State or Federal Law. Any discipline that may result from a violation of the alcohol and drug policies shall be subject to the Discharge and Discipline provisions of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

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


**SUMMARY**

Niagara County agrees that it shall not unilaterally act to change the terms or procedures encompassed within this Policy.

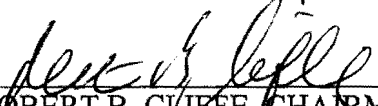
**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representative.

  
\_\_\_\_\_  
WILLIAM KEITH MCNALL, CHAIRMAN  
NIAGARA COUNTY LEGISLATURE

Date: 2/2/2017

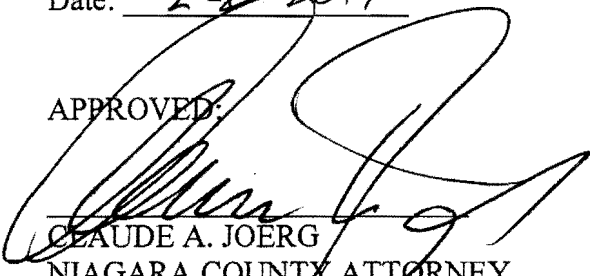
  
\_\_\_\_\_  
RICHARD E. UPDEGROVE  
NIAGARA COUNTY MANAGER

Date: 2-3-17

  
\_\_\_\_\_  
ROBERT B. CLIFFE, CHAIRMAN  
SEWER DISTRICT #1

Date: 2-2-2017

APPROVED:

  
\_\_\_\_\_  
CLAUDE A. JOERG  
NIAGARA COUNTY ATTORNEY

Date: 2/6/2017

  
\_\_\_\_\_  
ROBERT BONILLA  
BUSINESS AGENT TEAMSTERS

Date: 2-1-2017

## **APPENDIX A**

### **INCLUDED EMPLOYEE TITLES COVERED BY THIS CONTRACT**

Wastewater Treatment Plant Operator Trainee

Assistant Wastewater Treatment Plant Operator

Wastewater Treatment Plant Operator

Sewer Maintenance Person

Sewer Maintenance Person II

Senior Sewer Maintenance Person

## APPENDIX B

### WAGE SCHEDULE – JANUARY 1, 2016 (2% INCREASE)

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 8</b>
Wastewater Treat. Plant Oper. Trainee	17.26	17.70	18.08	18.68	19.26	20.24
Asst. Wastewater Treat. Plant Oper.	19.51	19.94	20.50	21.08	21.56	22.64
Wastewater Treat. Plant Operator	21.81	22.49	23.09	23.79	24.48	25.77
Sewer Maint. Person	18.08	18.52	19.01	19.33	19.82	20.80
Sewer Maint. Person II	19.36	19.83	20.29	20.79	21.23	22.51
Senior Sewer Maint. Person	21.83	22.34	22.86	23.41	24.02	25.18

## APPENDIX C

### WAGE SCHEDULE – JANUARY 1, 2017 (2% INCREASE)

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 8</b>
Wastewater Treat. Plant Oper. Trainee	17.61	18.05	18.44	19.05	19.65	20.64
Asst. Wastewater Treat. Plant Oper.	19.90	20.34	20.91	21.50	21.99	23.09
Wastewater Treat. Plant Operator	22.25	22.94	23.55	24.27	24.97	26.29
Sewer Maint. Person	18.44	18.89	19.39	19.72	20.22	21.22
Sewer Maint. Person II	19.75	20.23	20.70	21.21	21.65	22.96
Senior Sewer Maint. Person	22.27	22.79	23.32	23.88	24.50	25.68

## APPENDIX D

### WAGE SCHEDULE – JANUARY 1, 2018 (2% INCREASE)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 8
Wastewater Treat. Plant Oper. Trainee	17.96	18.41	18.81	19.43	20.04	21.05
Asst. Wastewater Treat. Plant Oper.	20.30	20.75	21.33	21.93	22.43	23.55
Wastewater Treat. Plant Operator	22.70	23.40	24.02	24.76	25.47	26.82
Sewer Maint. Person	18.81	19.27	19.78	20.11	20.62	21.64
Sewer Maint. Person II	20.15	20.63	21.11	21.63	22.08	23.42
Senior Sewer Maint. Person	22.72	23.25	23.79	24.36	24.99	26.19



## APPENDIX E

### WAGE SCHEDULE – JANUARY 1, 2019 (2% INCREASE)

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 8</b>
Wastewater Treat. Plant Oper. Trainee	18.32	18.78	19.19	19.82	20.44	21.47
Asst. Wastewater Treat. Plant Oper.	20.71	21.17	21.76	22.37	22.88	24.02
Wastewater Treat. Plant Operator	23.15	23.87	24.50	25.26	25.98	27.36
Sewer Maint. Person	19.19	19.66	20.18	20.51	21.03	22.07
Sewer Maint. Person II	20.55	21.04	21.53	22.06	22.52	23.89
Senior Sewer Maint. Person	23.17	23.72	24.27	24.85	25.49	26.71

## APPENDIX F

### WAGE SCHEDULE – JANUARY 1, 2020 (2% INCREASE)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 8
Wastewater Treat. Plant Oper. Trainee	18.69	19.16	19.57	20.22	20.85	21.90
Asst. Wastewater Treat. Plant Oper.	21.12	21.59	22.20	22.82	23.34	24.50
Wastewater Treat. Plant Operator	23.61	24.35	24.99	25.77	26.50	27.91
Sewer Maint. Person	19.57	20.05	20.58	20.92	21.45	22.51
Sewer Maint. Person II	20.96	21.46	21.96	22.50	22.97	24.37
Senior Sewer Maint. Person	23.63	24.19	24.76	25.35	26.00	27.24

## APPENDIX G

### HEALTHCARE BENEFITS SUMMARY

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

**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 Year /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.

<b>Category</b>	<b>Premium Plan</b>	<b>Core Plan</b>	<b>Value Plan</b>
<b>In-Network Services</b>			
<b>Allergy Injections</b>	\$10 copay, if administered in office.	\$15 copay, if administered in office.	\$20 copay, if administered in office.
<b>Allergy Testing</b>	\$10 copay	\$15 copay	\$20 copay
<b>Ambulance</b> <i>Must be medically necessary.</i>	\$50 copay	\$50 copay	\$50 copay
<b>Anesthesia</b>	Covered in full.	Covered in full.	Covered in full.
<b>Assistant Surgeon</b>	Covered in full.	Covered in full.	Covered in full.
<b>Blood, Blood Plasma, and Oxygen</b>	Covered in full.	Covered in full.	Covered in full.
<b>Cardiac Rehabilitation</b> <i>Limited to 24 visits, per calendar year, per member. Additional visits may be approved based on medical necessity. Treatment plan must be pre-approved.</i>	\$10 copay	\$15 copay	\$20 copay
<b>Chiropractic Care</b> <i>Limited to 15 visits per calendar year. Additional visits may be approved based on medical necessity.</i>	\$10 copay	\$15 copay	\$20 copay

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

<p><b>Diabetic Equipment</b></p> <p><i>Glucometer, insulin pump, etc.</i></p>	Lesser of RX copay or office visit copay	Lesser of RX copay or office visit copay	Lesser of RX copay or office visit copay
<p><b>Diabetic - Insulin</b></p>	RX copay	RX copay	RX copay
<p><b>Diabetic Supplies</b></p> <p><i>Test strips, needles, etc.</i></p>	Lesser of RX copay or office visit copay	Lesser of RX copay or office visit copay	Lesser of RX copay or office visit copay
<p><b>Durable Medical Equipment and Supplies</b></p> <p><i>Must be deemed medically necessary.</i></p>	20% copay	20% copay	20% copay
<p><b>Emergency Room Physician</b></p> <p><i>Included in payment from emergency room.</i></p>	Covered in full.	Covered in full.	Covered in full.
<p><b>Emergency Room Treatment of an Accidental Injury</b></p> <p><i>For services rendered within 72 hours after onset of accident. Worldwide emergency use, including physician fees. Copay waived if admitted.</i></p>	\$35 copay	\$35 copay	\$35 copay
<p><b>Emergency Room Treatment of the Sudden Onset of a Life-Threatening Illness</b></p> <p><i>Worldwide emergency use including physician fees for life-threatening emergencies. Copay waived if admitted.</i></p>	\$35 copay	\$35 copay	\$35 copay
<p><b>Enteral Formulas / Nutritional Supplements</b></p> <p><i>Limited to annual maximum of \$2,500. Must be medically necessary. Subject to prior-authorization.</i></p>	Covered in full.	Covered in full.	Covered in full.
<p><b>Home Health Care</b></p> <p><i>365 visits per member, per calendar year. Subject to prior-authorization.</i></p>	\$10 copay per visit.	\$15 copay per visit.	\$20 copay per visit.
<p><b>Hospice</b></p> <p><i>Limited to 210 days lifetime.</i></p>	Covered in full.	Covered in full.	Covered in full.
<p><b>Hospital Outpatient Surgical Facility</b></p>	\$10 copay	\$15 copay	\$75 copay

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

<b>Hospital Physician Visits (Non-Mental Illness / Substance Abuse Diagnosis)</b>	Covered in full.	Covered in full.	Covered in full.
<b>Hospital Physician Visits (Mental Illness Diagnosis)</b>  <i>Limited to 30 days per member, per calendar year, for acute care.</i>	Covered in full.	Covered in full.	Covered in full.
<b>Hospital Physician Visits (Alcohol Substance Abuse Diagnosis)</b>  <i>Limited to 30 days per member, per calendar year for acute care.</i>	Covered in full.	Covered in full.	Covered in full.
<b>Hospital Room &amp; Board and Ancillary Services (Non-Mental Illness / Substance Abuse Diagnosis)</b>  <i>Limited to 365 days per member, per calendar year.</i>	Covered in full.	Covered in full.	Covered in full.
<b>Hospital Room &amp; Board and Ancillary Services (Mental Illness Diagnosis)</b>  <i>Limited to 30 days per member, per calendar year, for acute care.</i>	Covered in full.	Covered in full.	Covered in full.
<b>Hospital Room &amp; Board and Ancillary Services (Alcohol Substance Abuse Diagnosis)</b>  <i>Limited to 30 days per member, per calendar year for detoxification. Inpatient rehabilitation is not covered.</i>	Covered in full.	Covered in full.	Covered in full.
<b>Infertility Treatment</b>  <i>Includes diagnostic, lab, and surgical services. Limited to patients between the ages of 21 and 45.</i>  <i>Does not include services for conception, such as in-vitro fertilization, gamete intrafallopian tube transfers, or zygote intrafallopian tube transfers.</i>	Same as any other illness.	Same as any other illness.	Same as any other illness.
<b>Laboratory (including venipuncture)</b>	Covered in full.	Covered in full.	Covered in full.
<b>Mammography (Routine)</b>  <i>One routine mammogram per calendar year.</i>	\$10 copay	\$15 copay	\$20 copay
<b>Maternity</b>	Covered in full.	Covered in full.	Covered in full.

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

<p><b>Mental Illness – Outpatient Treatment</b></p> <p><i>Limited to 30 visits per member, per calendar year.</i></p>	\$10 copay	\$15 copay	\$20 copay
<p><b>Office Visits</b></p>	\$10 copay	\$15 copay	\$20 copay
<p><b>Organ Transplants</b></p> <p><i>Must be prior-authorized.</i></p>	Same as any other illness.	Same as any other illness.	Same as any other illness.
<p><b>Pap Smear (Routine)</b></p> <p><i>Limited to one per covered female over age 18, per calendar year.</i></p>	Covered in full.	Covered in full.	Covered in full.
<p><b>Physical, Speech and Occupational Therapy</b></p> <p><i>20 aggregate visits per person, per calendar year. Additional visits may be approved based on medical necessity.</i></p>	\$10 copay	\$15 copay	\$20 copay
<p><b>Podiatry</b></p> <p><i>Must be medically necessary; routine foot care is not covered.</i></p>	\$10 copay	\$15 copay	\$20 copay
<p><b>Pre-Admission Testing</b></p> <p><i>For services rendered within 7 days of admission.</i></p>	Covered in full.	Covered in full.	Covered in full.
<p><b>Prescription Drugs Generic / Formulary</b></p> <p><i>Up to 30 day supply of drugs is provided on each occasion the prescription is filled or refilled. Contraceptives included.</i></p>	\$7 – 2 Tier 3 <sup>rd</sup> Tier - Member pays the difference	\$5/\$15/\$35 See formulary for any prior-authorization requirements.	\$7/\$25/\$40 See formulary for any prior authorization requirements.
<p><b>Prescription Drugs Mail Order</b></p> <p><i>One copay per 30-day supply. Up to 90 day supply is provided on each occasion the prescription is filled or refilled.</i></p>	\$7 – 2 Tier 3 <sup>rd</sup> Tier - Member pays the difference	\$5/\$15/\$35 See formulary for any prior-authorization requirements.	\$7/\$25/\$40 See formulary for any prior authorization requirements.
<p><b>Private Duty Nursing</b></p> <p><i>Must be prior-authorized. \$2,500 maximum per calendar year. Benefits limited to non- custodial services only.</i></p>	\$10 copay	\$15 copay	\$20 copay

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

<p><b>Prosthetic Devices &amp; Orthotic Appliances</b></p> <p><i>Foot orthotics is limited to one pair per calendar year. Internal and post-mastectomy prosthetics are covered in full. 20% copay for external prosthetics.</i></p>	20% copay	20% copay	20% copay
<p><b>Radiation and Chemotherapy</b></p>	\$10 copay	\$15 copay	\$20 copay
<p><b>Reconstructive Surgery</b></p> <p><i>Covered when medically necessary. Elective cosmetic surgery is not covered.</i></p>	Covered in full.	Covered in full.	Covered in full.
<p><b>Routine Adult Physical</b></p> <p><i>Limited to one visit per member, per calendar year.</i></p>	\$10 copay	\$15 copay	\$20 copay
<p><b>Routine Adult (GYN)</b></p> <p><i>Limited to one visit per member, per calendar year. Includes office visit and ancillary services.</i></p>	\$10 copay	\$15 copay	\$20 copay
<p><b>Second Surgical Opinion</b></p>	\$10 copay	\$15 copay	\$20 copay
<p><b>Specialist Office Visit</b></p>	\$10 copay	\$15 copay	\$20 copay
<p><b>Substance Abuse (Outpatient Treatment)</b></p> <p><i>Limited to 60 visits per member, per calendar year.</i></p>	\$10 copay	\$15 copay	\$20 copay
<p><b>Surgical Expenses</b></p>	Covered in full.	Covered in full.	Covered in full.
<p><b>Skilled Nursing Facility</b></p> <p><i>Excludes custodial care, must be admitted within 30 days of hospital discharge.</i></p>	Covered in full for 50 days per calendar year.	Covered in full for 50 days per calendar year.	Covered in full for 50 days per calendar year.
<p><b>Temporomandibular Joint Disorder (TMJ)</b></p>	<b>Coverage limited to \$150 maximum lifetime allowance for evaluation and diagnostic testing. An additional allowance of \$300 will be provided for appliance therapy. No other charges, including hospital charges, in connection with TMJ will be covered.</b>		
<p><b>Urgent Care Center Visit</b></p>	\$10 copay	\$15 copay	\$20 copay
<p><b>Well Child Care Including Immunizations</b></p>	Covered in full, based on AMA guidelines.	Covered in full, based on AMA guidelines.	Covered in full, based on AMA guidelines.

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

<b>X-Rays and Diagnostic Testing</b>	\$10 copay	\$15 copay	\$20 copay
<b>Unmarried, Dependent Children</b>	All eligible, unmarried children up to the age of 25, regardless of student status.		
<b>Out-Of-Network Services</b>			
<p><b>Out-of-Network Deductibles, Co-Insurance and Out-of-Pocket Maximums</b></p> <p><i>Reimbursed at the fee schedule for eligible hospital and medical services. Patient is responsible for the amounts that exceed the schedule of allowance. Out-of-pocket expenses do not include amounts in excess of fee schedule, copays and deductible.</i></p>	<p><b>Out-Of-Network:</b>  Deductible:  \$250/\$500  Co-Insurance:  75%/25%  Out-of-Pocket Max:  \$2,000/\$4,000</p>	<p><b>Out-Of-Network:</b>  Deductible:  \$250/\$500  Co-Insurance:  75%/25%  Out-of-Pocket Max:  \$2,000/\$4,000</p>	<p><b>Out-Of-Network:</b>  Deductible: \$250/\$500  Co-Insurance:  75%/25%  Out-of-Pocket Max:  \$2,500/\$5,000</p>



**APPENDIX H**

**NIAGARA COUNTY AND NIAGARA COUNTY SEWER DISTRICT #1  
TEAMSTERS LOCAL #264**

**HEALTHCARE BENEFITS 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 between Niagara County and the Teamsters.

I understand the risk inherent in electing 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 Teamsters, and their respective representatives as a result of my waiver of healthcare coverage to which I was previously entitled.

I understand that if I drop healthcare coverage before the first of any month, I will be credited with a full month for purposes of the waiver. I will thereafter receive 1/12th of the appropriate waiver sum for each month I waive health insurance.

I understand that once this withdrawal of healthcare benefits 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.

I state that my spouse is not an employee of Niagara County.

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

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

\_\_\_\_\_ Date \_\_\_\_\_ Niagara County Signature

**\*\*\*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: \$\_\_\_\_\_