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Title: **Niagara, County of and Niagara County Unit, Civil Service Employees Association (CSEA) Local 1000 and American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local 832 (1999)**

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1999, 2000, 2001, 2002

AGREEMENT BETWEEN  
NIAGARA COUNTY UNIT  
LOCAL 832, CIVIL SERVICE  
EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000, AFSCME, AFL-CIO

AND

THE COUNTY OF NIAGARA,  
NEW YORK

(white-collar unit)

7/1/99 -- 12/31/2002

1,000 workers

4/20/2000

**1999, 2000, 2001, 2002**

**AGREEMENT BETWEEN  
NIAGARA COUNTY UNIT  
LOCAL 832, CIVIL SERVICE  
EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000, AFSCME, AFL-CIO**

**AND**

**THE COUNTY OF NIAGARA,  
NEW YORK**

CSEA - COUNTY OF NIAGARA AGREEMENT

1999 - 2000 - 2001 - 2002

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ARTICLE I  
RECOGNITION

SECTION 1: RECOGNITION

CSEA Local 1000, AFSCME, AFL-CIO, The Certified Union for the Niagara County Unit of Local 832, hereinafter referred to as the "Association" or "CSEA" is recognized by the County of Niagara as the exclusive negotiating agent for all full-time and regular part-time white collar employees of Niagara County, New York, for the purposes of collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment. The County hereby extends unchallenged representation status to said Association for the maximum period allowed by law.

SECTION 2: DEFINITION

"White-collar employees" of Niagara County shall be defined to mean employees occupying positions in those titles listed in the Appendix which is attached hereto and made a part of this Agreement.

All job titles listed in the Appendix of this Agreement shall be included in the Agency Shop provision with the exception of:

- a. Senior Personnel Record Clerk
- b. Assistant Personnel Record Clerk
- c. Personnel Record Clerk
- d. Personnel Specialist
- e. **Personnel Technician**
- f. Director of Nursing Services (MT. VIEW)
- g. Director of Social Services
- h. Director of Administrative Services (SOCIAL SERVICES)
- i. Director of Eligibility (SOCIAL SERVICES)
- j. Superintendent of Highway Maintenance
- k. **Administrative Assistant for Personnel (Mt. VIEW)**
- l. **Payroll Supervisor (TREASURER'S OFFICE)**

All flat salary titles shall be excluded.

SECTION 3: REGULAR PART TIME

Regular permanent part-time employees shall be defined as employees working 17.5 hours or more a week, on a regular schedule excluding seasonal and per diem employees. Regular permanent part-time employees shall be entitled to receive all benefits listed below, if they occupy a permanent position as designated by the Niagara County Civil Service Department.

Regular permanent part-time employees hired prior to September 1, 1982, shall receive medical coverage fully provided by the employer as provided for in Article XVI of this Agreement

Regular Permanent Part-time employees hired on or after September 1, 1982, shall be required to pay 50% of the cost of the Niagara County Health Plan or alternate HMO coverage as

provided in Article XVI of this Agreement.

Sick Days	--- 1/2 day per month (3.5 hours)
Personal Days	--- 1- 1/2 days per year (10.5 hours)
Vacation	--- 1 week per year (35 hours)
Compensation (Insurance)	--- Full coverage
Holidays	--- 3.5 hours pay per holiday
Floating Holiday	--- 3.5 hours per floating holiday
Leave for Death in Family	--- 1-1/2 days (10.5 hours)
<b>Mileage</b>	
<b>Step Increments</b>	--- every other year
<b>Disability Insurance</b>	
<b>Longevity</b>	--- based on actual hours worked (i.e., 17.5 hours = 1/2 time)
<b>Deferred Compensation 125 Plan</b>	--- \$600 maximum deduction

**Excluded Benefits:**

**Doctor and Dental Visits**

**SECTION 4: SENIORITY**

Seniority shall be defined as the length of continuous service with the County of Niagara. Such service will include all approved leaves of absence.

Unpaid and disability leaves of absence will not interrupt continuous service. However, such leaves will be deducted from the amount of earned seniority. This definition of seniority will apply unless contrary to law in specific instances or unless it is contrary to other articles in this Agreement.

For the purpose of receiving benefits, seniority shall be defined as the length of continuous service with the County of Niagara. Such service will include all time employed as regular permanent part-time, as well as all types of approved leaves of absence.

For the purpose of layoff of employees, seniority shall be defined as the length of continuous service with the County of Niagara. However, service as a regular permanent part-time employee shall be pro-rated based on the number of hours worked by the regular permanent part-time employee as compared to the hours of work as a full-time employee. The formula used to determine the number of years of full-time service of a regular permanent part-time employee shall be as follows: Annual number of hours worked by a regular permanent part-time employee divided by the annual number of hours worked by a full-time employee. Figure gained from this computation shall then be multiplied by the years of service an employee has as a regular permanent part-time employee. The resulting number of years of service shall be used to determine the number of years of service a part-time employee has for layoff, and/or added to the years of service of an employee who has since become a full-time employee.

Unpaid and disability leaves shall not interrupt continuous service. However, such leaves will be deducted from the amount of earned seniority. The above definitions shall apply unless it is

contrary to other Articles in this Agreement or unless contrary to law in specific instances.

**ARTICLE II  
MANAGEMENT RIGHTS**

Except as expressly limited by other provisions 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; to determine the facilities, methods, means and number of personnel for the conduct of the County programs; to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or re-allocate the new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

The scheduling of work, the control and regulation of the use of all equipment and properties are the exclusive right and function of the County of Niagara.

The County of Niagara has retained the right to create and/or abolish positions within the County, to determine the needs of each department and/or operation of the County, to determine the number of employees required for any and all services provided by the County

It is acknowledged that the County of Niagara has retained the right to contract out work and/or sub-contract services of the County after negotiating the impact with the Union.

**ARTICLE III  
NO STRIKE PLEDGE**

**SECTION 1: PROVISION**

Pursuant to the provision 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 such strike and will not engage in a concerted stoppage of work or slowdown.

**SECTION 2: LOCKOUT**

The County, its agents and/or representatives, shall not lockout or otherwise prevent any employee covered under this contract from entering the designated work site and/or from performing the job duties and functions of the job classification.

ARTICLE IV  
SUPERSEDEURE

SECTION 1: CONTRARY TO LAW

If any provision of this Agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

If any provision of this contract is found to be contrary to law, the parties to the contract agree to meet immediately for the purpose of negotiating a lawful replacement provision.

SECTION 2: RULES AND REGULATIONS

The Agreement shall supersede any rules, regulations or practices of the employer which shall be contrary to or incompatible with its terms.

ARTICLE V  
DURATION OF AGREEMENT

This Agreement shall be effective January 1, 1999, and shall continue in full force and effect until December 31, 2002.

ARTICLE VI  
UNION RIGHTS

SECTION 1: DUES DEDUCTION (SUBMISSION)

The employer shall deduct bi-weekly from the wages of each employee and remit monthly to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, or to designated agent, regular membership dues and/or insurance premiums for those employees authorizing such deductions.

SECTION 2: LISTING OF EMPLOYEES

The employer, within thirty (30) days after the ratification of this Agreement, will furnish CSEA a complete list of names, home addresses, Social Security numbers, work locations and position titles of all employees in the negotiating unit covered by this Agreement, and will, within thirty (30) days after the end of each pay period, furnish the CSEA a copy of the Report of Personnel Change in Title or Salary listing names, home addresses, work locations and position titles of newly hired, reinstated, transferred and terminated employees.

SECTION 3: DUES DEDUCTION (HOLD HARMLESS)

CSEA having been recognized or certified as the exclusive representative for all employees included in the collective bargaining unit as set forth in Article I of this Agreement shall be entitled to have monies deducted from the wages or salaries of employees of the aforementioned

bargaining unit who are not members of CSEA in an amount equivalent to the annual dues levied by CSEA for full-time and part-time employees who are members. The fiscal or dispersing officer shall deduct and transmit the amount of monies as determined by the employment status (part-time or full-time) of the employee(s) who is not a member and as established by CSEA to the CSEA in the same form and manner that the fiscal or dispersing officer is now transmitting the dues paid by employees who are members.

All fees deducted shall be sent to the address set forth in Section "1" of this Article. The fees shall be accompanied by a list indicating the names and addresses of those employees who are not members of CSEA.

The Association shall hold harmless the employer and its officials from any claims, suits or other forms of liability that may arise as a result of the employer's action in deduction of dues, etc., as provided under this Article. However, the Association shall not be liable to hold the employer and its officers harmless for errors made by any of the employer's officials which may arise due to the aforementioned official's negligence. Any such claims, losses or damages shall be the sole responsibility of the employer and/or its officials.

SECTION 4: JOB TITLES

It is agreed that disputes concerning any new titles created by the County following ratification of this Agreement as to representation and coverage under Agency Shop will be discussed in a Labor-Management meeting. The same procedure shall be followed with existing titles which may have been omitted due to an oversight. If a dispute should arise, said dispute shall be resolved through the Public Employment Relations Board.

ARTICLE VII  
UNION REPRESENTATION

The stewards, with notice to their immediate superior and permission thereof 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 County department. Only one steward in a department may engage in such investigations of grievances and the maximum time allowed per day shall be one (1) hour, unless more time is needed to reasonably conclude or pursue the matter.

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

a. The President of the Association, or a designated representative, shall be permitted, upon request, to inspect the Civil Service eligibility list during regular office hours in the Civil Service Department.

b. A representative of the Association shall be allowed to discuss the Association's role as bargaining agent with new employees. Permission to contact new employees must be received from the representative's supervisor and such permission will not be unreasonably withheld.

c. A job description will be provided upon reasonable request to County employees.

d. The CSEA will have the right to designate an insurance representative to visit individual CSEA members for the purpose of explaining group insurance or for adjusting claims. Such representatives shall contact the department head and mutually agree to a time to explain such benefits so that no inordinate interruption of work will result.

e. Association officers and delegates shall be granted yearly up to twenty-six (26) days off each for purposes of attending business meetings. Said officers and delegates shall not be paid by the County, but shall, at the employee's option, have the right to have such leave charged to his/her accrued vacation, personal, or compensatory leave credits. Sick leave may not be charged for the purpose of attending any of the meeting(s) above.

f. **Union Business Leave: The Union President can use one paid day per week in which to conduct union business. If the Union President is in a paid leave status, his/her designee will receive the same benefit.**

#### ARTICLE VIII GRIEVANCE PROCEDURES

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Employer and Employee is essential to the operation of the County, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which employees may present grievances and by which the Employer and the Employees are afforded adequate opportunity to dispose of differences without the necessity of time consuming and costly proceedings before administrative agencies or in the courts.

#### SECTION 1: DEFINITIONS

GRIEVANCE: A complaint by any employee or group of employees in the negotiating unit regarding an alleged violation, misinterpretation or misapplication of the terms of this Agreement.

GRIEVANT: The person or group of persons in the negotiating unit submitting the grievance.

GRIEVANCE COMMITTEE: A duly constituted committee of the Association composed of not more than three (3) members, the composition of which may be changed at any time.

REPRESENTATIVE OF DEPARTMENT HEAD: The individual charged with the duty of rendering a decision at a particular stage of this grievance procedure.

REPRESENTATIVE OF HIS CHOICE: An individual employee, attorney, association officer, or a grievance committee whom the grievant shall choose and who agrees to represent the grievant at Stages One and Two of the Grievance Procedure.

#### SECTION 2: SPECIFIC CONDITIONS

a. All members of the negotiating unit shall present grievances through a Union steward or elected Union officer in accordance with this Article, provided, however, that the first presentation of the grievances must occur within twenty (20) working days of occurrence 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.

b. Every grievant shall have the right to be represented at any stage of the grievance procedure by a Union steward.

All communications regarding the grievance shall be sent to the Chairperson of the Association Grievance Committee as well as to the grievant.

c. The failure of a representative of the department head at any stage to communicate the decision within the designated time limits shall permit the grievant to proceed to the next stage of the grievance procedure.

d. The failure of the grievant to appeal a decision to the next higher stage within the designated time limits shall constitute a withdrawal and shall bar further action by the grievant.

e. The grievant may withdraw the grievance at any time by giving written notice to the Personnel Department and the Union Grievance Chairperson.

f. If the Association, on behalf of its collective membership, is the grievant, the grievance procedures will be initiated at the first stage, in writing, containing a brief statement of the nature of the grievance and the specific provisions of this Agreement alleged to have been violated.

g. Time spent in any capacity in the presentation of a grievance shall not be charged against leave time.

h. Hearings and conferences held under these procedures shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all parties to attend. Said hearings shall be scheduled so as to avoid interference with the operation of the County department concerned.

i. Charges preferred pursuant to the Civil Service Law by a department head shall not be grounds for a grievance and this Article shall not apply to such a situation.

#### SECTION 3: PROCEDURAL STEPS

All grievances arising out of an alleged violation, misinterpretation or misapplication of the term of this Agreement shall be presented and adjusted in the following manner:

a. **STAGE ONE:** A member of the negotiating unit having a grievance shall discuss it in good faith with the department head, either directly, or through a representative, with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to the representative of the department head, designated by

absence which exceeds five (5) consecutive working days.

b. Sick leave may be utilized by an employee if desired in any instance of sickness in the immediate family. **Immediate family shall be defined to be the employee's spouse, children, step-children and a parent residing in the household of the employee.** The department head may request a physician's statement of illness from an employee if family illness causes an absence of the employee in excess of three (3) consecutive work days.

c. Sick leave may also be used by an employee for medical and dental visits in accordance with the guidelines established in this Section 1.

d. **For purposes of accrual of sick leave, an employee will be considered to have one (1) month of service if he/she is on the active payroll for more than one-half (1/2) of the work days in any given month. If an employee is not on the active payroll for more than one-half (1/2) of the work days in any given month, the employee does not get credit for that month of employment toward sick leave accrual.**

All employees shall be allowed sick leave credits at the rate of one working day per month in service and shall become cumulative up to 185 days maximum. After this maximum is reached, no more sick leave credits may be earned by the employee except to the extent of restoring credits subsequently drawn for sick leave and thereby building up accruals again to the appropriate number of maximum days.

Calculations of sick leave shall be based on a year beginning January 1. Sick leave may be used in one-hour increments, except for the one hour at the beginning of each shift. Sick leave at the beginning of a shift must be used in half-day increments unless the employee has prior approval. Such prior approval shall not be unreasonably withheld in the event of verifiable doctor or dental visits. Credits cannot be earned for the period an employee is on leave of absence without pay or under disciplinary punishment involving loss of work time or for employees who are on disability. For the calculation of sick leave credits, the time recorded on the payroll at the full rate of pay shall be considered as time "served" by the employee.

In order that absence, because of personal illness may be charged to accumulated sick leave, it must be reported by the employee, to the immediate supervisor, on the first working day of such absence and within one-half (1/2) hour of starting time. Absence for illness on Saturday shall not be charged unless Saturday is designated as a working day for the employee.

Leave for dental or medical visits is discretionary with the head of the department. Each such absence in excess of two (2) hours shall be charged to earned sick leave credits in one-half (1/2) day units.

Discretionary time off for medical or dental leaves will be applied according to equal standards for all departmental employees and such permission will not be unreasonably withheld. **Medical and dental visits are limited to eight (8) visits per calendar year. Visits are limited to a maximum of two (2) hours in duration.**

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

POSTING SICK LEAVE: Department heads will publicly post, on a monthly basis, a record of sick leave, a copy of which will be forwarded monthly to the **Niagara County Personnel Officer** and the **Human Resources Committee**.

## SECTION 2: DISABILITY INSURANCE

a. 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. The County will provide said coverage commencing November 1, 1996 containing the following benefits:

1. Employees will receive 50% of gross pay up to a 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 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. Requests to carry over vacation time will be pursuant to Art. XIII, Sec. 1(d) of this agreement.
6. Employees will not earn vacation, sick leave nor personal leave credits while receiving just disability benefits. **Employees will earn one-half (1/2) a vacation day and one-half (1/2) sick leave day while receiving disability benefits, if they are on the active payroll for more than one-half (1/2) of the work days in any given month.** The employee will be considered to have no interruption of service while receiving benefits.

c. In the event that there is a premium increase to the County that exceeds twenty five (25%) percent in any year, the parties agree to negotiate cost containment alternatives to lower the County premium, which may include an increase in the waiting period, or a requirement to use a greater amount of leave accruals prior to becoming eligible for the benefit.

### SECTION 3: SICK LEAVE BUY-BACK

Employees retiring from County service shall be entitled to receive a payment for **twenty-five percent (25%) of unused accumulated sick days** the employee had at the time of retirement, **the remaining days will be credited toward the 41j benefit.**

### SECTION 4: LEAVE FOR DEATH IN FAMILY

A leave of absence with pay shall be granted to an employee who is absent from duty because of the death of a member of the immediate family. The immediate family of an employee shall include spouse, mother, father, sisters, brothers, children, grandparents, spouse's grandparents, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, grandchildren, father-in-law and mother-in-law or any person occupying the position of a parent of the employee or spouse.

The employer shall grant a leave of absence with pay for the duration of time not to exceed three (3) consecutive regularly scheduled work days from the date of occurrence. **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 three (3) 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 above, the employee must attend the funeral/memorial service.**

The employee whose regularly scheduled work week includes Saturday and Sunday shall be granted one (1) additional day if needed to attend the funeral or memorial service if such funeral or memorial service is scheduled for Monday. If the death occurs after the employee reports to work, that day will not be counted as part of the three (3) days. If a death occurs during an employee's vacation, an additional three (3) days with pay will be granted provided the employee attends the funeral or memorial service.

### SECTION 5: LEAVE DUE TO INJURY OR DISEASE INCURRED IN THE PERFORMANCE OF DUTY

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 the case and while disability renders the employee unable to perform the duties of the 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 and other time credits, such employee may be placed on leave without pay for a further period not to exceed twelve (12) months. When employee has been awarded compensation by the Worker's Compensation Board for the period of the 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 reaccrued with that proportion of earned credits consumed during the period of absence, which the amount of Worker's 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. 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 shall not make any claim for all or any portion of such award. If any employee requests vacation pay for vacation while on a compensable leave, the employer shall pay such employee for the accrued leave.

The County shall provide Worker's Compensation Insurance for its employees.

### SECTION 6: LEAVE OR TIME OFF FOR STUDY OR EXAMINATION OR OTHER EDUCATIONAL PURPOSES

Full time leave for study or examinations without pay, part pay, or full time pay is granted in special cases and is determined on the individual factors affecting the request. Approval shall be within the discretion of the department head and the **Human Resources** Committee. Employees 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-work 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 7: LEAVES REQUIRED BY LAW

Leaves such as, but not restricted to, family, medical, or military shall be granted according to the Laws of the State of New York and the United States.

### SECTION 8: 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 or 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 **Niagara County Personnel Officer**, be renewed, provided, however, that no such leave of absence without pay shall extend beyond four (4) years from the date such employee left the competitive class position. Any employee who leaves the County service without an approved leave of absence loses all service and seniority rights.

### SECTION 9: PERSONAL LEAVE

A regular full-time employee may be entitled to receive three (3) days, which may be taken in one-hour increments, for Personal Business Leave subject to the following conditions:

An employee is not eligible for a Personal Leave Day until the completion of ninety (90) days of

employment following the original date of hire.

- a. Personal business leave shall be deemed to mean a personal leave day to conduct personal business of such nature that it cannot be conducted at a time other than the employee's regularly scheduled working hours.
- b. Written request shall be made to the department head, at least three (3) days prior to the day of leave, except in case of emergency.
- c. The Personal Leave Day shall not apply on the day before or the day after a Holiday or in conjunction with a vacation except at the discretion of the department head.
- d. The department head may disapprove the use of a personal business leave day when the number of personal leave requests, falling on one day, endangers the proper function of the department.
- e. If personal days are not used during the calendar year, the remaining personal leave days shall be added to the employee's sick leave accumulation for use.
- f. No employee shall be compensated for any unused personal days, subsequent to his date of termination from County employment.

#### SECTION 10: ADOPTIVE LEAVE

The employer shall grant an employee a leave of absence, without pay, upon request by such employee for the purpose of caring for an adopted child. Such leave to commence on the date of adoption and the request for such leave must be requested five (5) working days in advance whenever possible.

The employee shall provide the department head with a copy of the notice of adoption and shall provide the department head with a written statement of the duration of the leave. The employer shall grant a leave for a period not to exceed six (6) months. An extension beyond the six (6) months may be requested if necessary and such request will not be unreasonably denied. No leave under this Section shall exceed a total of twelve (12) months.

#### SECTION 11: CHILD REARING LEAVE

Upon notification to the department head, an employee will be allowed up to ten (10) months of unpaid personal leave for the purpose of child rearing upon the birth of a child.

#### SECTION 12: JURY DUTY

Department heads shall grant time off for jury duty as required by New York State Law. The employee will be compensated by the County for the difference between the sum paid for jury duty and the normal daily rate of pay from the County.

#### SECTION 13: REQUIRED COURSES, SEMINARS AND WORKSHOPS

Each employee covered under this Contract who is required to attend training seminars, workshops, courses or other functions required by the County of Niagara and/or mandated by Federal and/or State Law and which are held only during the normal work day of the employee shall be allowed sufficient time off without loss of pay or leave credits to attend the required or mandated function(s).

#### SECTION 14: LEAVES FOR OTHER REASONS

Leaves of absence without pay for reasons not covered in the foregoing rules may be granted under the provisions of Niagara County Civil Services Rules by the department head to permanent employees under extenuating circumstances, but in no case shall any total continuous leave without pay exceed twelve (12) months without approval of the Niagara County **Personnel Officer**.

#### SECTION 15: NOTIFICATION TO EMPLOYEE

**When an employee is on leave without pay, sick or vacation credits do not accrue for any month where the employee is not in paid status for one-half of the working days. Sick credits will be adjusted each month accordingly and vacation credits will be adjusted in January of each year. The employee's benefit date and longevity date will be moved forward by the amount of time the employee is off payroll. Time off payroll is not credited toward retirement. Employees carrying health insurance through the County, should contact Risk Management to determine if their insurance will be affected.**

**The contract is the notification to employees of the impact of other types of leaves.**

### ARTICLE XI WORKING HOURS

#### SECTION 1: WORK WEEK

- a. A regular work week for a regular employee shall normally commence on Monday and end on Friday in each week except for employees covered below.
- b. A regular employee's work week which includes Saturdays, Sundays and Holidays shall not be covered under Section 1 (a) of this Article. For those employees the first day off shall be considered as Saturday and the second day off as Sunday. A Saturday, Sunday or Holiday shall be considered as a regular work day. A scheduled work day falling on a Holiday shall entitle the employee to a compensatory day to be taken as scheduled by the department head.
- c. All regular full-time and regular part-time employees within a department shall work the hours and shift as assigned by the department head in accordance with the needs and requirements of the department. It is understood the scheduling of work is a Management's responsibility and that schedules will be altered depending on the operational requirements of each department.

The normal work day may be seven (7) consecutive hours per day, thirty-five (35) hours per week or eight (8) consecutive hours of work per day for a forty (40) hour week. Such a work schedule shall constitute a normal work shift unless otherwise scheduled. An employee shall be scheduled to work on a regular work shift with regular starting and quitting times. If a change in scheduling is required, CSEA will be notified and, if necessary, a meeting between the department head and CSEA will be promptly arranged.

d. Notwithstanding the above, the County shall not change an employee's normal work shift on a temporary basis to avoid the payment of overtime.

e. The employer shall allow each employee an uninterrupted lunch break. The lunch break of the employee may only be interrupted in the case of an emergency. If an emergency does occur and the employee must interrupt the lunch break, the employee, once the emergency has subsided, shall be allowed to resume and complete the full lunch break. If the employee is unable to complete the lunch break within the normal work day, the employer agrees to provide the employee with paid compensatory time off in an amount equal to the time remaining in the employee's lunch break.

#### SECTION 2: WORK SCHEDULE CHANGES

Reasonable advance notice, except for emergencies, shall be given for changes in work schedules. Any disagreement of what constitutes reasonableness should be settled by resort to the grievance procedure.

#### SECTION 3: EMPLOYMENT YEAR

The employment year for which vacation allowance, time credits and time deductions are calculated, shall be the fiscal year. The fiscal year shall be defined as the calendar year.

#### SECTION 4: BREAKS

Full-time employees working an eight (8) hour day shall be entitled to take one (1) fifteen (15) minute break, which shall include smoking time, during the first four (4) hours of their shift and one (1) fifteen (15) minute break, which shall include smoking time, during the second four (4) hours of their shift. Employees working a seven (7) hour day shall be entitled to one (1) fifteen (15) minute break in the first three and one-half (3-1/2) hours of their shift, which shall include smoking time, and one (1) fifteen (15) minute break, which shall include smoking time, during the second three and one-half (3-1/2) hours of their shift.

All permanent regular part-time employees subject to the terms of this agreement who work a shift of at least four (4) consecutive hours shall be entitled to one (1) fifteen (15) minute break within said shift, which shall include smoking time.

## ARTICLE XII HOLIDAYS

### SECTION 1: LEGAL HOLIDAYS

The following are legal holidays for members of the bargaining unit. 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. **To be eligible to be paid for a holiday, excluding the floating holiday, an employee must be in a paid status (i.e. sick day, personal day, vacation day) the day before the holiday and the day after the holiday.**

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Election Day
<b>President's Day</b>	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Effective January 1, 1996, all Bargaining Unit employees shall receive a floating holiday, which shall be scheduled subject to the provisions of Article XIII (Vacation).

### SECTION 2: PAYMENT FOR HOLIDAYS WORKED

Should an employee be required to work on a holiday or on a day on which the holiday is celebrated, each employee so required to work shall be paid time and one-half the regular rate of pay for that day's work, but, in no event, shall an employee who works on the actual holiday and on the day on which the holiday is celebrated, be paid time and one-half for both days. Such employee may only be paid time and one-half for one of those days, and said employee shall also receive one compensatory day off or the employee may choose another day's pay in lieu of the compensatory day off.

### SECTION 3: HOLIDAY-VACATION PERIOD

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

### SECTION 4: DOUBLE SHIFT

If an employee who is scheduled to work on a holiday or who is called into work on a holiday works a second shift during the twenty-four (24) hour period which constitutes the holiday, such employee shall be paid at the rate of two and one-half (2-1/2) times the hourly rate of pay for each hour of the additional eight (8) hour shift(s). The twenty-four (24) hour period which constitutes the holiday shall begin at 12:01 A.M. on the holiday and end at 12:00 Midnight on the following day.

ARTICLE XIII  
VACATION

SECTION 1: VACATION ACCRUAL SCHEDULE

All employees in addition to time off for holidays will be granted annual vacation with pay as per the following schedule; continuous service shall not be necessary:

a. On January 1, new employees who have not completed one (1) full year of service will be credited, as of January 1, with one (1) day of vacation for each month worked up to a maximum of ten (10) days vacation. Thereafter, the employee will receive vacation according to "b," "c," and "d" below. **For purposes of vacation accrual, a "month worked" shall constitute any month in which an employee is on the active payroll for at least one-half (1/2) or more of the work days in any given month. If an employee is on the active payroll for less than one-half (1/2) of the work days in any given month, he/she shall not receive one (1) month's credit for vacation accrual.**

b. Fifteen (15) working days after completion of five (5) years of service. (Third week earned after the employee's anniversary date.)

c. Seventeen (17) working days after completion of eight (8) years of service. (Two additional days earned after the employee's anniversary date.)

d. Twenty (20) working days after completion of fourteen (14) years of service, and thereafter. (Three additional days after the employee's anniversary date.)

All vacations must be earned and earned vacations may be taken by the employee at a time convenient to the department with the approval of the department head. Vacations must be taken in the calendar year in which they are due. Vacation time will not be cumulative. Any exception must be approved by the Personnel Committee. 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 said employee with all accumulated vacation credits not used prior to transfer. No vacation will accumulate while an employee is absent, on disability leave, or without pay, or under a disciplinary punishment involving loss of work time. Upon separation from County service for any reason, any unused vacation credits shall be paid for at the current salary of the position.

SECTION 2: TERMINATION

Upon termination of service for reasons of retirement or resignation, the employee shall be compensated for any unused vacation accumulation to the date of termination.

A discharged employee shall receive no benefits upon termination of employment except as provided in other Articles of this Agreement.

SECTION 3: VACATION PAY UPON TERMINATION

In addition to regular vacations, when an employee leaves County service during the course of

the year for reasons of retirement, resignation, or death, the employee shall receive a vacation credit of one (1) day for each complete month worked during the year not to exceed ten (10) days for an employee with under ten (10) years of service, and not to exceed eleven (11) days for an employee with over ten (10) years of service. This does not apply to an employee with less than one (1) year of service nor an employee discharged. An employee discharged under Section 75, Civil Service Law, shall receive no vacation credit for the year in which the discharge takes place, but shall be entitled to vacation credit(s) earned the previous year and not yet taken.

ARTICLE XIV  
USE OF COUNTY FACILITIES

SECTION 1: RECREATIONAL OR SOCIAL PURPOSES

The Association shall not use County facilities for recreational or social purposes, unless specific authorization is granted.

SECTION 2: PERSONAL USE

The use of County property for personal purpose is prohibited, whether it is vehicles, tools, equipment, buildings, or other property.

SECTION 3: BULLETIN BOARDS

Niagara County shall provide a reasonable amount of exclusive bulletin board space in an accessible place in each area occupied by a substantial number of employees for the purpose of posting bulletins, notices and material issued by CSEA which shall be signed by the designated official of CSEA. No material shall be posted which is profane or obscene, or defamatory of Niagara County or its representative, or which constitutes election campaign material for or against any person, organization or faction thereof.

No other employee organization shall have the right to post material upon CSEA bulletin boards.

The number and location of bulletin boards, as well as arrangement with reference to placing material thereon and removing material therefrom, shall be subject to mutual understandings provided, however, that any understanding reached with respect thereto shall provide for the removal of any bulletin or material objected to by County which removal may be contested pursuant to the Agreement grievance procedure.

ARTICLE XV  
COMPENSATION PLAN

SECTION 1: PROMOTIONS

When an employee is promoted to a position in a higher pay group, the employee shall be placed on Step One (1) of the new pay group. If Step One (1) of the new pay group does not provide a minimum increase in the hourly rate of the employee of seventeen cents (\$.17) per hour, the employee shall be placed on the step in the new pay group which provides such employee with

an increase in the hourly rate of at least seventeen cents (\$.17) per hour.

#### SECTION 2: NEW POSITIONS

All new positions must be approved and the salaries set by the Human Resources Committee with the approval of the Niagara County Legislature. Departments will post notices of vacancies or new positions, when they occur, on the department's bulletin board. This posting is for information only and in no way obligates the County to fill such vacancy and does not in any way relate to or affect the posting procedures under Civil Service Law.

The County will provide to the Union, as soon as practicable, but no longer than five (5) working days, a copy of the minutes following each Human Resources Committee meeting.

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

#### SECTION 3: STEP EIGHT

A new employee appointed to a position in a class shall be paid the minimum rate of pay for the class. Those County employees who have reached Step V and who have satisfactorily completed eight (8) years of service shall be entitled to the eighth (8th) step increment rate effective the first (1st) pay period following the completion of the eighth (8th) year of County service.

#### SECTION 4: ANNUAL INCREASES

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 for approval of the Personnel Committee 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. An employee on leave of absence without pay, in order to be eligible for a consideration for a specific increment increase in salary must have worked a minimum of six (6) months in any calendar year. An employee who has received a promotion, or who has been upgraded to a higher job group after 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 5: INCREMENTS OF PROVISIONAL OR TEMPORARY APPOINTEES

Increments of provisional or temporary appointees shall be carried over when such appointees are given permanent appointment from an eligible list in the same position.

#### SECTION 6: LONGEVITY

An employee completing the following years of consecutive paid employment by the County shall be eligible to receive cumulative longevity payments as follows:

- 10 years of service - \$225 per year

- 14 years of service – an additional \$275 for a total of \$500 per year
- 20 years of service – an additional \$325 for a total of \$825 per year
- 25 years of service – an additional \$325 for a total of \$1,150 per year

Said increase is to take effect on the anniversary date of completion of such ten, fourteen, twenty, or twenty-five years, respectively.

**The increments herein shall not be considered as part of the base pay of the employee. Longevity payments will be pro-rated over the year and will be paid in 26 equal payments.**

Any employee with previous County service who has been rehired after January 1, 1970, shall not receive credit for such prior service for the purpose of this provision.

#### SECTION 7: TRANSFERS

Inter-departmental transfers, within the same or lower job classification, will be according to Civil Service Law. Approval of the department heads and the employee is required. Employees in other than competitive job classifications may also request authorization for such transfers and such authorization will not be unreasonably withheld.

Authorization for Intra-departmental (within the same department) re-assignments to a posted vacancy may be requested through the department head and such authorization will not be unreasonably withheld. Intra-departmental transfers may be initiated by the department head. However, if such re-assignments result in a change of work location to another facility, and would thereby cause a financial or physical hardship, the employee may schedule a meeting to discuss the transfer with the County Director of Human Resources or his/her designee. Such Intra-departmental and Inter-departmental transfers will not be used for disciplinary reasons. Non-competitive class employees are included in this paragraph pertaining to Intra-departmental transfers.

All employees who are involuntarily transferred on a permanent basis must receive five (5) working days notice.

#### SECTION 8: DEMOTIONS

An employee demoted to a lower class position as a result of layoff, recall or voluntary demotion, shall be paid at the rate in the lower classification which is closest to the rate prior to demotion.

#### SECTION 9: ALLOCATION DOWNWARD

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

#### SECTION 10: RESIGNATIONS AND REINSTATEMENTS

A full time employee who has resigned from a position may be reinstated within one (1) year

from the date of such resignation into the same position if then vacant, or to any vacant position to which the employee is eligible for transfer or reassignment. A full time employee so reinstated shall retain the seniority and salary increment.

#### SECTION 11: RATE SCHEDULES

Attached are the 1999, 2000, 2001 and 2002 salary and hourly rate schedules which are a part of the Appendix of this contractual Agreement.

#### SECTION 12: NIGHT AND WEEKEND STANDBY

When an employee is ordered for night standby duties, the compensation will be double time, either in compensatory time off or in cash, at the discretion of the employee, for the hours worked with a minimum of four (4) hours pay or compensatory time. For weekend standby, in addition, the compensation shall be one full day, to be paid in cash or in time off. This provision shall apply to the employees engaged in air pollution control and hospital technicians.

#### SECTION 13: SHIFT BONUS

Employees working on "second shift" shall receive in addition to his/her regular rate of pay, an additional sum of thirty cents (\$.30) per hour. Employees working on "third shift" shall receive in addition to the regular rate of pay, an additional sum of thirty-five cents (\$.35) per hour.

A second shift shall be defined as a shift commencing immediately after a first shift. A third shift shall be defined as a shift commencing immediately following a second shift.

Employees who are regularly scheduled to work a shift commencing after the normal 9:00 A.M. to 5:00 P.M. shift will receive an additional thirty cents (\$.30) per hour for all hours worked after 3:00 P.M.

Such shift bonus will be applied to all absences from the employee's regularly assigned shift except for vacations and extended periods of absence. Should an employee be absent from the regularly scheduled shift, the absent time paid will include the appropriate shift bonus; however, after eight consecutive work days absent, sick absence will be paid according to the regular day shift rate.

#### SECTION 14: MILEAGE

All reasonable mileage traveled by employees in the course of official County business shall be governed by IRS rules and regulations, and reimbursed at the prevailing IRS rate at the time of travel. Such IRS rates shall be altered or changed, when necessary.

#### SECTION 15: OVERTIME

Compensation shall be at time and one-half (1 1/2) the hourly rate for work performed over forty (40) hours per week, except where otherwise specified herein. The department will extend every effort to distribute overtime as equitably as possible and will keep records quarterly concerning overtime worked. Such records will be made available to employees upon reasonable request.

a. All paid leave time, including holidays, shall be considered as time worked for the computation of overtime.

b. Each employee covered under this Agreement who works thirty-five (35) hours per week shall receive pay at the regular hourly rate of pay for each hour or part thereof between the thirty-fifth (35th) and fortieth (40th) hour or shall receive compensatory time at the rate of straight time for each hour or part thereof worked between the thirty-fifth (35th) or fortieth (40th) hour. The employee shall select the option desired and shall inform the employer on a form given to the employee at the time the overtime assignment is scheduled of which option.

c. The County shall make every effort to pay an employee who performs an overtime assignment for such work at the rate of pay set forth in this Section on the first pay day following the payroll period in which the overtime was worked. If the County does not pay the employee on the first pay day, the County, without fail, shall pay the employee on the second pay day following the payroll period in which the overtime was worked.

d. An employee may refuse overtime as long as said refusal does not work a hardship on the department concerned as determined by the department head. If an employee refuses the overtime, the hours refused shall be charged as time worked, for the purpose of overtime equalization.

Employees electing compensatory time in lieu of pay may accumulate a maximum of 240 hours. Employees whose accumulation is over 240 hours as of December 1, 1993, shall have their compensatory bank frozen at the amount of compensatory time in their banks as of December 1, 1993. Employees who have 240 hours or more of compensatory time in their banks must be paid for all overtime worked.

#### SECTION 16: PAY BI-WEEKLY

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 pay day.

Every effort will be made to pay the second and third shifts a day previous to the first shift employees.

#### SECTION 17: CALL-IN

Each employee covered under this Agreement, who is called into work and who is presently receiving a call-in guarantee of four (4) hours pay at the applicable straight or overtime rate, shall continue to receive such guarantee. Each employee who is not covered under such guarantee and who is called into work shall receive a minimum of two (2) hours pay at the applicable straight time or overtime rate. The above call-in provision shall be effective between the end of the employee's regular shift on a work day until the beginning of the employee's next regular shift on the next work day. The call-in provisions as stated above renew themselves each time an employee is called into work. If an employee works beyond the call-in time set forth herein, the employee shall continue to be paid for all such hours or part thereof worked at the straight time or overtime rate whichever is applicable.

SECTION 18: PAY RATES

All rates prescribed in the scales of pay are the standard rates of pay authorized for full time employment. When employment is on a permanent part-time basis, only the proportionate part of the rate for the time actually employed shall be paid.

SECTION 19: REINSTATED EMPLOYEES

A reinstated employee shall be paid at a salary rate within the approved salary range for the position.

SECTION 20: PARITY PAY

Any employee of the County who is temporarily assigned or transferred to a classification which is in a higher pay group and is required to perform the duties of that classification for the sum total of **seventy (70) hours for thirty-five hour per week employees or eighty (80) hours for forty hour per week employees** in any fiscal year shall be paid at the wage scale of the higher pay group for the classification to which the employee is assigned on a step-for-step basis for every hour worked beyond the **seventy/eighty hours in the higher classification**. **Such payment shall not apply unless the employee has worked an accumulative total of seventy/eighty hours in the classification that is assigned to a higher pay group within a fiscal year of the employer. The employee will only be paid parity pay for hours worked in the title in the higher pay group. This section shall be effective January 1, 2000.**

SECTION 21: RECORDING OF HOURS OF WORK

The County retains the right to require employees to punch in and punch out, and/or retains the right to change any and all systems of recording the time of arrival at work and/or departure from work at its sole discretion and under any and all terms and conditions as it shall require. The County will provide two (2) weeks notice of its intent to implement and/or change any such time keeping system. Any system that is implemented shall be uniformly applied to all bargaining unit members.

ARTICLE XVI  
HEALTH AND MEDICAL INSURANCE

SECTION 1: DEFINITIONS

The County guarantees the provisions and benefit levels of the **Niagara County Health Plan as currently provided on January 1, 1998. These provisions are a plan that succeeds and attempts to mirror the former Blue Cross Select 90/91 plan as it existed on December 31, 1994, said plan no longer in existence.** These provisions are specifically detailed in that Summary Plan Document (SPD). The indemnity health care provider will be the Niagara County Health Care Plan administered by a designated third party administrator (TPA). Niagara County Health Care Plan shall provide Hospitalization and Medical-Surgical coverage for all eligible employees and include:

Voluntary Second Surgical Opinion.

Concurrent Utilization Review and Discharge Planning.  
Case management Medical, Alcohol, Drug and Psychiatric.  
Medical Claims Review.  
Major Medical (\$50.00 deductible: 1 person;  
\$100.00 deductible: maximum 2 persons).  
Psychiatric Rider.  
Prescription-Drug with contraceptives (Generic \$1.00  
co-pay --- Name Brand \$5.00 co-pay).  
Chiropractic (\$100 per calendar year).

There shall be established a joint Committee to review the administration of the Health Insurance Program. A majority of that Committee shall be representatives of the Unions participating in the Plan. The Committee shall have the power to cause a change in the Administration of the Program. If the County wishes to cause a change in the Third Party Administrator (TPA) of the Program, it shall give the Committee ninety (90) days notice. 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. Individual Unions and/or the Committee may recommend other Third Party Administrators to be considered. In no event shall the Health Insurance Program be administered by an Administrator that does not meet New York State Insurance Department Standards for such administration and cannot provide stop-loss insurance coverage. 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 administrator, and rank other Third Party Administrators who bid. The selection of a Third Party Administrator by the County shall be based on all available information and shall be in the best interest of the members.

SECTION 2: ELIGIBILITY

All employees covered by this agreement have the option of participating in the Niagara County Health Plan or any of the Health Maintenance Organizations listed below:

Independent Health **Encompass A1**  
**Univera Health Care Premier Plan**  
Community Blue I

In addition to the plans listed above, the parties recognize that there are employees who are currently subscribers of the Group Health Incorporated (GHI) Plan. Those employees who subscribed to said plan may remain in it, however, once he/she opts out, he/she, cannot re-enroll in GHI. Current employees not enrolled in GHI may not choose to do so in any future open enrollment period. New employees shall not be allowed to choose GHI as an alternative to the plan(s) listed above.

SECTION 3: HEALTH INSURANCE WAIVER

A maximum waiver benefit consisting of \$350 for a full year waiver of single coverage, or \$750 for a full year waiver of family coverage shall be extended to active members of the bargaining unit who are eligible for coverage provided by the County. Amounts shall be determined by applying the County's contribution rate for that employee to the appropriate maximum waiver amount noted above. Payments shall be made in two equal installments on July 1 and December



claim dispute form to the Risk Management Department. Within twenty (20) working days, the Risk Management Department shall review the claim and render its written response to the employee.

2. In the event that the dispute remains unresolved, the employee must submit the notice of appeal form enclosed with the response to the Risk Management Department within twenty (20) working days from the date the employee received the response from the Risk Management Department.

3. The Adjudication Committee, composed of one representative selected by the employer at its expense, one representative selected by the union at its expense, and one neutral selected by both representatives with the expense shared equally by the union and the employer shall meet monthly or at other times as may be determined appropriate by the Committee to review and render a final, written decision on claims appeals made under number 2 above within ten (10) working days from the date of its review. The Committee shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of the Program, this Article or any amendment or supplement thereto.

#### ARTICLE XVII SAFETY AND DISCRIMINATION

##### SECTION 1: SAFETY

The County shall continue to make reasonable and necessary provisions for the safety and health of its employees during hours of employment. All employees covered by this Agreement shall cooperate in the implementation of all such reasonable and necessary safety and health provisions. It is recognized as being the mutual obligation of the County and the Union to assist in the elimination and prevention of unsafe and unhealthy working conditions and practices, and jointly to assist in the prevention of accidents. Any violation of this provision shall be reported to the department head for review. If such reported violation is not resolved, a Labor Management meeting shall be held upon request within ten (10) days.

##### SECTION 2: DISCRIMINATION

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, or age.

#### ARTICLE XVIII DEPARTMENT LABOR MANAGEMENT MEETING

In an effort to improve labor management relations, should employee relations problems arise in a department, the department head or the designated CSEA representative may request, through the Human Resources Director, a meeting to discuss such problems. This meeting should be scheduled within fifteen (15) working days of the request for the meeting.

The party requesting this meeting should submit a list of problems to be discussed prior to the meeting. It is clearly understood that these meetings are not grievance meetings and no active

grievances will be discussed.

#### ARTICLE XIX REQUIRED STATEMENT

##### SECTION 1: LAW ENFORCEMENT

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

##### SECTION 2: DECISION

If a determination or decision is made as per Section "1" of this Article, the original parties to this Agreement shall convene immediately for the purposes of negotiating a satisfactory replacement for such Article or part thereof.

##### SECTION 3: LEGISLATIVE ACTION

**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

#### ARTICLE XX COMPLETE AGREEMENT

##### SECTION 1: PROPOSALS

The County and the Association acknowledge that during the negotiations which 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.

##### SECTION 2: AMENDMENT

The foregoing constitutes the entire Agreement between the 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.

##### SECTION 3: MODIFICATION

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by **both parties to this Agreement**.

ARTICLE XXI  
LAYOFF PROCEDURE  
NON-COMPETITIVE AND LABOR CLASS

SECTION 1: SENIORITY DEFINITION

Seniority shall be defined as the length of continuous service with the County.

SECTION 2: LAYOFF

For layoff purposes an employee's seniority shall determine the order to be followed. However, before any permanent incumbent is laid off in any department or institution, in a given job classification, all temporary, provisional, or probationary employees in that department or institution, in that job classification, shall be laid off first in that order. Having laid off all these employees, the employee with the least seniority in the job classification shall be the first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted seniority in the current title, the laid off employee shall exercise seniority to displace an employee with lesser seniority in lower rated job titles in a direct line of promotion or demotion or in other job titles previously held. Recall shall be in the inverse order of layoff.

SECTION 3: CONTINUOUS SERVICE

As used in the above paragraph, continuous service includes only those periods when the employee is on the County's active payroll and those periods when an employee is:

- a. on leave of absence;
- b. on layoff;
- c. absent from and unable to perform the duties of his/her position by reason of disability resulting from occupational injury or disease;
- d. such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.

SECTION 4: LOSS OF SENIORITY

Subject to the applicable provisions of the Civil Service Law, if any, an employee loses seniority only when one or more of the following occurs:

- a. employee resigns (unless reinstated within the period permitted by any provision of the Civil Service Law applicable);
- b. employee is discharged;
- c. employee retires;
- d. employee refuses recall.

SECTION 5: HIRING PRIORITY

If two or more employees are hired or appointed on the same date, relative seniority shall be in the order of hiring or appointment as the case may be, by the appointing or hiring official.

SECTION 6: RECALL LIST

The laid off employee will be placed on a recall list for any positions for recall for a period of up to four (4) years.

SECTION 7: BUMPING PRIVILEGE

In the event of a layoff where the employee may not wish to bump into a job held by a junior employee, the employee will be entitled to be processed as being laid off and placed on the recall list.

SECTION 8: ACCUMULATED VACATION

An employee who is laid off shall have all accumulated vacation paid at the time of layoff.

SECTION 9: RECALL PRIORITY

Whenever a vacancy occurs in a class title within the County, employees who are on layoff in that class title shall be recalled in accordance with seniority in the reverse order of layoff.

If a vacancy occurs in a title where no employee in that class title in the County has recall rights, then the laid off employee with the most seniority will be recalled if qualified to do the work and, if not, the next senior employee will be recalled.

Recall rights for employees on layoff will exist for four (4) years from the date of last layoff.

SECTION 10: LAYOFF NOTICE

In the event the County plans to layoff employees, the County shall meet with CSEA to review such anticipated layoff at least thirty (30) calendar days prior to the date such action is to occur. Employees to be laid off will have fourteen (14) calendar days' notice of layoff.

ARTICLE XXII  
SALARY INCREASES

Effective January 1, 1999, each employee covered under this Agreement shall receive an increase in 1998 salary and hourly rate of \$ .64 per hour. Such increase shall be added to the 1998 salary and hourly rate of each employee as well as to the 1998 salary and hourly rate schedules. Each employee due an increment shall receive such increment in accordance with the appropriate contractual provisions.

Effective January 1, 2000, each employee covered under this Agreement shall receive an increase in 1999 salary and hourly rate of four percent (4%). Such increase shall be added to the 1999 salary and hourly rate of each employee as well as to the 1999 salary and hourly rate schedules. Each employee due an increment shall receive such increment in accordance with the appropriate contractual provisions.

Effective January 1, 2001, each employee covered under this Agreement shall receive an

increase in 2000 salary and hourly rate of four percent (4%). Such increase shall be added to the 2000 salary and hourly rate of each employee as well as to the 2000 salary and hourly rate schedules. Each employee due an increment shall receive such increment in accordance with the appropriate contractual provisions.

Effective January 1, 2002, each employee covered under this Agreement shall receive an increase in 2001 salary and hourly rate of four percent (4%). Such increase shall be added to the 2001 salary and hourly rate of each employee as well as to the 2001 salary and hourly rate schedules. Each employee due an increment shall receive such increment in accordance with the appropriate contractual provisions.

#### ARTICLE XXIII EMPLOYEE LIABILITY

a. Notwithstanding any inconsistent provision of law, general, special or local, the County agrees to save harmless all members of the bargaining unit from financial loss arising out of the defense against any claim, demand or suit by reason of alleged negligence provided such employee, at the time of the alleged negligence, was acting in the discharge of duties, within the scope of employment. The County shall not be subject to the duty imposed by this provision unless such employee shall, within ten (10) days of the time served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to the Director of Personnel or any other person designated by the county for receipt hereunder.

b. Any action/incident which an employee reasonably believes may lead to a claim against the employee or the County must be reported, in writing, by that employee to the immediate supervisor within seventy-two (72) hours.

c. Any employee involved in any action/incident which may be the subject of litigation must cooperate with the County Attorney's office in all respects. Such employee must respond promptly to letters, must appear for interviews, hearings, and examinations as requested by the County Attorney's office or its retained counsel.

d. The County shall be under no obligation hereunder where it is shown that the cause of any damage or injury was due to the negligent or reckless conduct of the employee by a court of competent jurisdiction or any other means mutually agreeable by the Union and the County.

#### ARTICLE XXIV DEFERRED COMPENSATION PLAN AND FLEXIBLE SPENDING ACCOUNT

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

Upon ratification of this agreement the parties shall meet to discuss and establish an Internal Revenue Service Section 125 Flexible Spending Account Plan. Said Plan shall be made available to all Bargaining Unit Employees.

Effective January 1, 2000 or as soon as reasonably practicable thereafter, but not later than March 1, 2000, the County will deposit, in a flexible spending account, \$100 per employee to be used for only Optical and/or Dental care.

Effective January 1, 2001, the County will deposit, in a flexible spending account, \$150 per employee to be used for only Optical and/or Dental care.

Effective January 1, 2002, the County will deposit, in a flexible spending account, \$200 per employee to be used for only Optical and/or Dental care.

If any of the money in the account is unused at the end of the calendar year it will revert to the County.

#### ARTICLE XXV PERSONNEL FILES

Personnel files for the County shall contain only information relating to an employee's attendance and work performance.

The County and the Union recognize the importance of personnel records to both the employee and the County. The County and the Union agree that nothing of a derogatory nature will be entered in an employee's personnel record file unless a written copy is given to the employee, and the employee will be allowed to respond in writing and such written response will be attached to the material in the file. Information concerning an employee's work performance and/or attendance which is on file in an employee's personnel file will be made available to an employee on a three (3) day request (one request per month) and the department head will issue a written statement that the material shown to the employee constitutes the entire material requested.

#### ARTICLE XXVI 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 now subject only 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 cannot 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 and drugs include incoherent or belligerent speech, smell of alcohol, difficulty working, or erratic or unusual behavior uncommon to the employee 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 and 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 an 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 positive test results as determined by testing and confirmation. The following lists the consequential actions concomitant with positive results:

**POSITIVE TEST**

**ALCOHOL (concentration of .08 or greater)**

- 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)

**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 the collective bargaining agreement, in accordance with the regulations and restrictions contained within the current bargaining agreement.

Nothing in this policy is to be construed as a denial of rights guaranteed by the Collective Bargaining 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 the collective bargaining agreement.

The Union President shall be immediately provided a complete listing of all bargaining unit members who are tested. The Union may thereafter review any negative reasonable suspicion testing. Such review shall be through the contract's grievance and arbitration mechanism. 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.

**IN SUMMARY**

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

**THE TESTING POLICY WILL NOT GO INTO EFFECT UNTIL THE COUNTY HAS AN EMPLOYEE ASSISTANCE PROGRAM IN PLACE.**

IN WITNESS WHEREOF, THE PARTIES TO THIS AGREEMENT SET THEIR HANDS.

Clyde L. Burmaster  
CLYDE BURMASTER, CHAIRMAN  
COUNTY LEGISLATURE

Linda Gibbons  
LINDA GIBBONS, PRES. NIAGARA  
COUNTY UNIT OF CSEA  
LOCAL #832

Date: 3/20/2000

Date: 3/7/2000

Robert L. Schuman  
ROBERT L. SCHUMAN  
MANAGER - LABOR RELATIONS

Candy Saxon  
CANDY SAXON  
LABOR RELATIONS SPECIALIST

Date: 3/17/2000

Date: 3/14/2000

APPROVED:  
NIAGARA COUNTY ATTORNEY

Vincent Sicari  
VINCENT SICARI  
LABOR RELATIONS SPECIALIST

By [Signature]

Date: 3/14/2000

Date: 3/14/2000