

CSEA

**2020 – 2021 – 2022 - 2023**

AGREEMENT BETWEEN  
NIAGARA COUNTY UNIT **7650**,  
LOCAL 832, CIVIL SERVICE  
EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000, AFSCME, AFL-CIO

AND THE  
COUNTY OF NIAGARA, NEW YORK

CSEA - COUNTY OF NIAGARA AGREEMENT

**2020 – 2021 – 2022 - 2023**

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ARTICLE 1  
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 (TREASURERS OFFICE)
- m. Clerk Board of Elections
- n. County Fire Coordinator
- o. Confidential Secretary to County Attorney
- p. Confidential Secretary Employment & Training
- q. Confidential Secretary Social Services
- r. Confidential Secretary Treasurer
- s. Confidential Secretary District Attorney
- t. Criminal Investigator District Attorney
- u. Golf Director
- v. Health Services Fiscal Administrator
- w. Mental Health Services Fiscal Administrator
- x. Quality Assurance Officer
- y. Sport Fishing Program Coordinator
- z. Veterans Services Director

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 16 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 Care Health Plan or alternate HMO coverage as provided in Article 16 of this Agreement.

Sick Days	--- ½ day per month (3.5 hours)
Personal Days	--- 1- ½ 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)
Mileage	
Step Increments	--- every other year
Disability Insurance	
Longevity	--- based on actual hours worked (i.e., 17.5 hours = ½ time)
Deferred Compensation	
125 Plan	--- \$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 2 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 3 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 4  
SUPERSEDURE

SECTION 1: CONTRARY TO LAW

If any provision of this Agreement shall be found to be contrary to law, then such provision shall be unenforceable, but all other provisions shall continue in full force and effect.

Should a provision of this Agreement be found to be contrary to law, the parties agree to meet and negotiate necessary replacement provision(s).

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 5  
DURATION OF AGREEMENT

This Agreement shall be effective January 1, **2020**, and shall continue in full force and effect until December 31, **2023**.

ARTICLE 6  
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 as the exclusive representative for all employees included in the collective bargaining unit as set forth in Article 1 of this Agreement shall be entitled to have monies deducted from the wages or salaries of employees 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.

#### SECTION 5: DRESS CODE

**All employees shall be dressed in clothing suitable for a professional business setting and the duties within the position held.**

**Clothing shall be neat, clean and in good repair. All clothing will be modest in appearance. See Attachment 6 for complete Memorandum of Agreement.**

### ARTICLE 7 UNION REPRESENTATION

The certified grievance representatives, 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 certified grievance representative 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 or authorized designee shall not arbitrarily withhold permission for the certified grievance representative to engage in such investigation or presentation of a grievance. The certified grievance representatives 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 or authorized designee and such permission will not be unreasonably withheld.
- c. County and/or Civil Service job descriptions shall be available to bargaining unit employees upon request.
- 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 or his/her authorized designee or his/her authorized designee 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 (1) 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. Time spent in joint labor management meeting, arbitration hearing, disciplinary hearings, counselings, or contract negotiations shall not be charged against the paid leave time stated above.
- g. The Union shall provide the Human Resources Department with a written list of certified grievance representatives and/or building representatives, and shall advise the Human Resources Department of any changes, in writing.

## ARTICLE 8 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.

REPRESENTATIVE OF DEPARTMENT HEAD OR HIS/HER AUTHORIZED DESIGNEE:  
The individual charged with the duty of rendering a decision at a particular stage of this grievance procedure.

REPRESENTATIVE OF HIS/HER CHOICE: An individual employee, attorney, union officer or certified grievance representative, designated by the grievant, may represent the grievant at Stage One and Stage Two of the Grievance Procedure.

WORKING DAYS: Shall be defined, for purposes of this Article, as Monday through Friday.

## SECTION 2: SPECIFIC CONDITIONS

- a. A member of the Unit shall present a grievance through a certified grievance representative or elected union officer in accordance with the provisions of this Article. The first presentation of the grievance shall occur within twenty (20) working days of the occurrence of the alleged violation, misinterpretation or misapplication of the terms of this Agreement, and must be presented in writing containing a brief statement of the nature of the grievance and the specific provision(s) of this 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 certified grievance representative.  
  
All communications regarding the grievance shall be sent to the Unit President and certified grievance representative, as well as to the grievant.
- c. The failure of the department head or his/her authorized designee at any stage to communicate a 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 stage of the grievance procedure, within the appropriate time limit, shall constitute a withdrawal of the grievance and shall bar further action thereon.
- e. The grievant may withdraw the grievance at any time by giving written notice to the relevant department head, the Human Resources Department and the Union President, Chief Grievance Representative and Labor Relations Specialist.
- 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 or his/her authorized designee 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 terms of this Agreement shall be presented and adjusted in the following manner:

- a. **STAGE ONE:** A grievant shall discuss a grievance in good faith with the department head or his/her authorized designee, 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 department head or designee, within twenty (20) working days of the occurrence of the grievance, containing a brief statement of the nature of the grievance and the specific provision(s) of this Agreement alleged to have been violated. Within five (5) working days after presentation of the written grievance, the department head or his/her designee shall respond, in writing, to the grievant, The Union President, Chief Grievance Representative, the Labor Relations Specialist or officer involved.
- b. **STAGE TWO:** The grievant or the Union may appeal the Stage One decision within ten (10) working days after receipt of the Stage One decision by submitting a written appeal to the Human Resources Department. The written appeal shall include the original grievance and the Stage One decision, and shall also set forth specifically the nature of the grievance, the facts relating thereto, and the grievant's reason(s) for rejection of the decision rendered at Stage One. Within five (5) working days of receipt of the appeal, the Human Resources Director, or his/her designee, shall hold an informal hearing with the grievant, Union representative, and department head or their designee. The Human Resources Director or designee shall render a decision, in writing, to the grievant within five (5) working days after conclusion of the informal hearing.
- c. **STAGE THREE:** In the event the Union does not accept, in whole or in part, the decision at Stage Two, the unresolved issue(s) shall be submitted to an Arbitrator within thirty-five (35) days of receipt of the Stage Two decision, by the filing of a Demand for Arbitration pursuant to the rules of the Public Employment Relations Board. Any Arbitrator appointed to hear the dispute shall consider only the disputed issues submitted by joint statement of the parties, and such 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 provision 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 the findings of fact and conclusions and order which shall be final and binding on all the parties. When the Association is a party to or a representative or counsel to the grievant, the cost of the services of the Mediator and Arbitrator, including expenses, shall be borne equally by the Association and the County.

#### SECTION 4: LABOR MANAGEMENT MEETING

Nothing in this grievance procedure shall prohibit the Human Resources Department and the Union from meeting informally and directly to resolve a grievance rather than following the grievance procedure set forth above, but only if both parties agree to so meet. A written decision on the grievance shall be given to the grievant and the Unit President, the Chief Grievance Representative, the Labor Relations Specialist and the involved department head or his/her authorized designee, within five (5) working days after the conclusion of the informal meeting. Should the informal meeting fail to resolve the grievance, the Union shall proceed to Stage Three of the grievance procedure.

### ARTICLE 9 DISCHARGE AND DISCIPLINE

#### SECTION 1: EXERCISE OF RIGHTS

Should there be cause for disciplinary action or discharge of an employee covered by this agreement, said employee, upon request, shall be granted a fair hearing at which said employee, if he/she chooses, may be represented by a union officer or certified grievance representative at which time the charges against him/her shall be set forth.

When an employee is the subject of discipline the employer will serve charges and specifications upon the employee in writing, in person or by certified mail. The employee shall have ten (10) working days to respond in writing to said charges and specifications.

A copy of said charges and specifications shall be served upon the union at the same time as the employee in writing, in person or by certified mail.

The employee may elect to accept the discipline set forth in the charges and specifications or he/she may elect to have the matter heard before an arbitrator as set forth in Section 3 of Article 8 of the Agreement. The decision of the arbitrator shall be final and binding.

#### SECTION 2: DISCIPLINARY ACTION

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; conviction of a felony or misdemeanor involving moral turpitude; immorality; discourteous treatment of the public or other employees; misuse of County property; willful disobedience; or any other failure of good behavior or acts, during working hours, which are incompatible with or inimical to the public service.

#### SECTION 3: DEPARTMENT HEAD RESPONSIBILITY

The department head or his/her authorized designee shall promptly notify the Union President in writing of any and all action taken pursuant to this Article and the reasons therefore.

ARTICLE 10  
ABSENCES AND LEAVES

All absences (including tardiness) in any department must be noted for use in relation to the employee's individual record and must be charged against the proper time credit reserves as indicated below. A summary of absences shall be posted monthly in each department so that all employees may examine that record.

A copy of the notice given to the Niagara County Personnel Officer by an appointing authority relative to a leave of absence of any employee or a notice of re-employment or reinstatement shall also be filed with the Human Resources Department of the County.

SECTION 1: SICK LEAVE - GENERALLY

- a. Sick leave provided in this Section 1 may be utilized by an employee if desired in any instance in which the employee by reason of physical and/or mental illness or injury is disabled, incapacitated and/or unable to perform the duties of the position. The employer has the right in any instance to request a statement from a medical doctor for any sick leave 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 or his/her authorized designee 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.

Employees shall be allowed sick leave credits at the rate of one (1) working day per month in service, which shall be 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 necessary to replace any credits that have been used.

Calculations of sick leave shall be based on a year beginning January 1. Sick leave may be used in one (1) hour increments, except for the one (1) 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 the prior approval of the department head or his/her authorized designee. Such prior approval shall not be unreasonably withheld in the event of verifiable doctor or dental visits. Sick leave credit cannot be earned for the period of time an employee is on leave of absence without pay, under disciplinary suspension, or under disciplinary punishment involving loss of work time, or for employees while 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.

Medical and dental visits are limited to sixteen (16) hours per calendar year. Visits are limited to a maximum of two (2) hours in duration and each employee shall be charged with a minimum of two (2) hours, except that if the medical or dental visits are scheduled either at the beginning or the end of the workday, the employee may use leave time in a one (1) hour increment. The employee must provide documentation of the medical or dental visit to the department head or his/her designee upon the employee's return to work.

Transfer of Credits: Credits shall be transferred with the employee from one department to another. However, if said transfer results in a change of bargaining unit, benefits previously accrued shall be transferred and the use of the previous accruals and the accrual of new benefit credits will be governed solely by the new collective bargaining agreement covering said employee.

POSTING SICK LEAVE: Department head or his/her authorized designees will post in a place accessible to employees, on a monthly basis, a record of sick leave, which will not contain employee social security numbers, a copy of which will be forwarded monthly to the Niagara County Personnel Officer and the Human Resources Department.

## 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 Article 13, Section 1 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 reaccredited 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 may be granted in special cases which is determined on the individual factors affecting the request. Approval shall be within the discretion of County Manager, with the recommendation of the department head or his/her authorized designee.

Employees may be granted up to 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 the employee's after-work hours.
- c. The work of the department makes it possible for the employee to be spared for the amount of time involved.
- d. It must be a course offered by a recognized college, university or school.

## SECTION 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 or his/her authorized designee, 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 or his/her authorized designee.
- d. The department head or his/her authorized designee 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 or his/her authorized designee with a copy of the notice of adoption and shall provide the department head or his/her authorized designee 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 or his/her authorized designee, 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 head or his/her authorized designees shall grant time off for jury duty as required by New York State Law. There will be no loss of pay, at the normal daily rate, for employees who report for or serve on jury duty.

#### 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 Service Rules by the department head or his/her authorized designee 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.

#### SECTION 16: LEAVE DUE TO SUBPOENA

An employee covered by this agreement who is subpoenaed in conjunction with a legal action or Niagara County arbitration to which they are neither the petitioner nor the defendant shall be

granted time off which they may charge against any available leave accruals.

If the employee has no accrued time available, the County shall grant paid time off to an employee subpoenaed to testify in a criminal matter.

Any employee requesting time under this provision must give the Department Head notice immediately upon receipt of the subpoena of the need for release time and said employee may be required to provide documentation of attendance at said court proceedings.

Employees will be granted paid leave time without loss of accrued time, if the employee is subpoenaed in a matter in which the County is a party or if the matter is directly related to the business of the County.

#### SECTION 17: EMERGENCY CLOSING

In the event of an official closing of county facilities, operation, services or buildings, all employees shall be required to report to their regular place of employment unless otherwise instructed by a responsible County official. "A responsible county official" is the employee's supervisor who is authorized by the County Manager to excuse an employee on account of an emergency closure.

In the event that employees are instructed not to report to work, or are instructed to leave work and return home, all employees so affected will be paid one (1) full day's wages for the first day of an emergency closing. In the event that an emergency closing extends longer than one (1) work day, employees who are instructed not to report to work shall be entitled to use accrued benefit time or compensatory time in lieu of the unpaid status time. If an employee does not have accrued time the employee will not be paid for days not worked, but neither shall said employee be otherwise penalized.

Employees who are not instructed to not report to work or who are not sent home shall receive their regular pay and benefits.

Employees assigned to the Water District, Sewer District and Emergency Services, including the Sheriff's Department, are deemed essential personnel and must report to work even during an emergency unless explicitly excused.

### ARTICLE 11 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 or his/her authorized designee.

- 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 or his/her authorized designee in accordance with the needs and requirements of the department. It is understood the scheduling of work is 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 or his/her authorized designee 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 12  
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	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Floating Holiday*
Labor Day	

\* Floating holiday shall be scheduled subject to the provisions of Article 13 (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 13  
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:

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 workdays in any given month, the employee shall not receive one (1) month’s credit for vacation accrual.

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 County Manager with the recommendation of the department head or his/her designee. So far as practicable, vacation credits shall be used prior to transfer. The department or agency to which an employee is transferred shall credit said employee with all accumulated unused vacation credits not used prior to transfer. No vacation is earned while an employee is absent, on disability leave, or without pay, or under a disciplinary suspension or punishment involving loss of work time. Upon separation from County service for any reason, any unused vacation credits shall be paid for at the employee’s then current salary. For purposes of this article, continuous service shall not include a break in service of less than one (1) year in unpaid status.

**The following accrual schedule applies to employees working prior to January 1, 2020:**

- a. On January 1, employees who have not completed one (1) full year of service will be credited with one (1) day of vacation for each month worked up to a maximum of ten (10) vacation days. Thereafter, the employee will receive vacation according to "b," "c," "d," and “e” below.
- 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. (Three additional days after the employee's anniversary date.)
- e. Twenty-five (25) working days after completion of twenty-five years of service and thereafter. (Five (5) additional days after the employee’s anniversary [benefit] date).

**The following schedule applies for employees hired/rehired on or after January 1, 2020:**

**Employees in their first year will be credited with one (1) day of vacation for each month worked more than half the month up to a maximum of ten (10) vacation days per year. The vacation day will be credited on the first of the month following completion of the prior month worked. Beginning on January 1 of the year following the completion of one (1) year of service, vacation accruals will be credited on January 1 of each year. Employees will earn additional vacation accruals according to "b," "c," "d," and “e” above.**

## 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 14 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 15  
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 Administration 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 Administration 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 5 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

**Each employee shall be entitled to one (1) increment up to the maximum for the position provided that the increment is recommended for approval by the department head, unless disapproval of the increment for the individual employee is warranted.** 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.

**In the event the County is experiencing financial distress, the County may impose a County-wide suspension of step increments.**

## 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 or his/her authorized designee and such authorization will not be unreasonably withheld. Intra-departmental transfers may be initiated by the department head or his/her authorized designee. 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 **2020, 2021, 2022, and 2023** salary and hourly rate schedules which are a part of the Appendices 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, **but excluding sick time**, 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 or his/her authorized designee. 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.

#### 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 16 HEALTHCARE BENEFITS

#### SECTION 1: GENERAL PROVISIONS

The County agrees to make available a comprehensive healthcare plan, including prescription drug, medical, surgical (other than elective cosmetic) and hospitalization coverage. Provisions of the Niagara County Healthcare Plan (the "Plan") are specifically detailed in a Summary Plan Document ("SPD"), which shall include benefits and services that at minimum are equivalent to those outlined in the Matrix attached as Appendix A. The significant benefit items as listed in Appendix A will be changed only by agreement of the parties, unless changes are mandated by statute or regulation, or by unilateral action by the carrier, in which event the plan will be amended to reflect the revision. Should any such change be required the Union shall receive

prior notice of no less than 10 working days. The health insurance carrier (the "Carrier") and/or third party administrator (the "TPA") will be determined by a competitive bid process, such process to be held no sooner than every 2 (two) years. Niagara County may award its healthcare benefits contract only to a reputable insurance carrier or third party administrator as those terms are defined by acceptable industry guidelines and standards.

There shall be established a Joint Labor/Management Committee (the "Joint Committee") to review periodically (no later than quarterly) the administration of the Plan. The Joint Committee shall consist of representatives of each of the Unions participating in the Plan and management members of the County's Risk, Human Resources, Budget, and related offices. The Committee shall have the power to recommend a change in the administration of Niagara County's Healthcare Program and/or address issues that arise with healthcare administration prior to a formal grievance. The Joint Committee shall participate in the development of standards and specifications for any bid or quote used to select a new third party administrator or healthcare provider. Individual Unions and/or the Committee may recommend other third party administrators to be considered. The Joint Committee 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 A.

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 base plan, the difference will be paid by the employee.

CSEA, as a significant partner and largest union-employee represented group, and the County agree to work collaboratively through the Joint Labor Management Healthcare Committee to implement agreed-upon wellness initiatives aimed at maximizing preventive healthcare and reducing plan costs.

## SECTION 2: ELIGIBILITY

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



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

### SECTION 3: EMPLOYEE CONTRIBUTION

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

**Employees with accrual dates prior to March 1, 2002 and included on the list produced by Human Resources on 3/28/2016 are grandfathered. Employees with accrual dates on or after March 1, 2002 contribute 10% to the cost of the Healthcare Plan option chosen by the employee.**

Employees hired subsequent to **3/1/2002** shall contribute 10% of the applicable premium or "in lieu of" premium.

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

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

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

### SECTION 4: HEALTHCARE WAIVER

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

**Annual Health Reimbursement Account (HRA) funds will be deposited each calendar year upon the beginning of the new Plan year. Initial HRA amounts will be pro-rated for new hires and newly eligible employees based on when employment begins for those months worked more than one-half of the month. (Example: An employee who works ten (10) months will receive a pro-rated deposit of 10/12ths or .8333.)**

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

#### SECTION 6: FLEXIBLE SPENDING ACCOUNTS

The County shall maintain and pay administration costs only of employee flexible spending accounts ("FSAs"). Employees may fund, through annual election at open enrollment, as FSA with pretax dollars up to the maximum allowable by the Internal Revenue Services. The FSA allows employees to set aside pretax dollars for the following: the employee's portion of the cost of qualified benefit 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, 2015 the amount is \$350 and effective January 1 of each subsequent year of the agreement, the Flex 125 account shall be increased by an amount equal to the US ALL URBAN Index (USCPI-U) for the 12 month period from the prior October through September of that year.

#### SECTION 7: RETIREES

There shall be no change to the current contribution schedule for employees hired prior to **1/19/2016**. Those employees shall be eligible for Niagara County Healthcare Plan coverage upon retirement from continuous full-time service as follows:

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

For employees hired subsequent to **1/19/2016** shall be eligible for Niagara County Healthcare Plan coverage upon retirement from continuous full-time service as follows:

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

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

Niagara County retirees, but not their spouses, will be reimbursed biannually for Medicare Part B premiums. There will be no reimbursement for cost of Medicare Part B premium for employees hired subsequent to **1/19/2016**.

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 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 or his/her authorized designee 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, national origin, color, gender, age or marital status.

ARTICLE 18  
DEPARTMENT LABOR MANAGEMENT MEETING

In an effort to improve labor management relations, should employee relations problems arise in a department, the department head or his/her authorized designee 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 19  
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 20  
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 21 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 22  
SALARY INCREASES

<b>January 1, 2020</b>	<b>2.0% general wage increase/hourly rate increase</b>
<b>January 1, 2021</b>	<b>2.0% general wage increase/hourly rate increase</b>
<b>January 1, 2022</b>	<b>2.0% general wage increase/hourly rate increase</b>
<b>January 1, 2023</b>	<b>2.0% general wage increase/hourly rate increase</b>

ARTICLE 23  
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 Human Resources Director 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 24

#### 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. Niagara County agrees to make any and all adjustments to payroll to allow participation of Bargaining Unit members in the available plan.

Flexible Spending Accounts shall be treated as identified in Article 16, Section 6 of this agreement.

#### ARTICLE 25

#### 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 or his/her authorized designee will issue a written statement that the material shown to the employee constitutes the entire material requested.

ARTICLE 26  
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 or his/her authorized designee 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 head or his/her authorized designees who may be utilized to determine "reasonable suspicion".

**DEPARTMENT HEAD OR HIS/HER AUTHORIZED DESIGNEE RESPONSIBILITIES**

Department head or his/her authorized designees are responsible for participating in a certified training program approved by the EAP Administrator to include the following:

1. Department head or his/her authorized designees 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 or his/her authorized designee 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 or his/her authorized designee 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 head or his/her authorized designees understand its Drug-Free Workplace policies and Drug Testing Procedures. Niagara County will also train Department head or his/her authorized designees 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 or his/her authorized designee 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.

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

  
REBECCA J. WYDYSH, CHAIRMAN  
NIAGARA COUNTY LEGISLATURE

  
SUSAN YOUNG, PRESIDENT  
COUNTY UNIT OF CSEA  
LOCAL #832

Date: 1/23/2020  
  
RICHARD E. UPDEGROVE  
COUNTY MANAGER

Date: 1-16-20  
  
DOMINIC LUNA  
LABOR RELATIONS SPECIALIST  
CSEA

Date: 1-21-20

Date: 1-16-20

APPROVED:  
CLAUDE JOERG  
NIAGARA COUNTY ATTORNEY

BY: 

Date: 1/17/2020

ATTACHMENT 1

NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES  
CHILD PROTECTIVE SERVICES PAGER PAYMENT

CPS employees who are required to carry a pager shall receive the following amounts weekly:

**effective January 1, 2020, the rate will be \$1,037.41**  
**effective January 1, 2021, the rate will be \$1,058.16**  
**effective January 1, 2022, the rate will be \$1,079.32**  
**effective January 1, 2023, the rate will be \$1,100.91**

Future increases to be based upon percentage increases in CSEA Contract.

CPS workers shall be paid as follows:

1. The first five (5) hours of CPS work (hours between the 35th through the 40th hour) are included in the pager payment.
2. All hours worked in excess of forty (40) hours, will be paid at the appropriate time and one-half (1-1/2) rate.

Compensatory Time - Non CPS Work

1. CPS workers shall have the option of receiving compensatory time at straight time or receiving payment at straight time for hours worked between the 35th through the 40th hour for Non-CPS Work.

CPS employees will receive the pager payment in the next pay period after being on the pager.

CPS Pager Work Week and Schedule

The Pager week is considered to start at the end of normal Friday work day and continue until the following Friday end of work day for the purpose of computation of overtime.

The Pager list will be established by Seniority on a rotational basis with the most Senior person at the top of the list. The list shall encompass all case worker titles. All new employees will be added to the bottom of the list upon entrance to a case worker title, CPS unit regardless of Seniority date.

No CPS employee will be required to perform pager duties more than five (5) times in any calendar year.

If an employee requests to be removed from pager rotation on a specific occurrence, the Director of Social Services shall canvass second list of volunteers who request to work additional coverage. Said list will be established on a Seniority basis and will be rotated in accordance with above list. If an employee refuses to accept additional pager time, it will be counted as an acceptance. The list of volunteers will consist of current CPS case workers.

## ATTACHMENT 2

### NIAGARA COUNTY HEALTH DEPARTMENT REIMBURSEMENT AGREEMENT WITH INFUSION THERAPY TEAM NURSES AND SUPERVISORS

Supervisors and Infusion Therapy Nurses carrying a pager will receive reimbursement at the rate of \$1.00 for each hour of assigned on-call time. Calculate the actual hours the pager is carried each day or part of day according to the schedule.

Phone Calls: Overtime will be reimbursed for actual time worked with a minimum of one-half (1/2) hour per call when phone calls are taken or made in different half hours. Several calls may be transacted in the same half hour, giving a total of one-half (1/2) hour worked. For each one-half (1/2) hour of time worked, one-half (1/2) hour of pager pay will be deducted.

Previously planned visits will be portal to portal after working hours. If Nurses are "called out" after working hours on weekdays, a minimum of two (2) hours will be granted. If called out between 11:00 P.M. and 6:00-A.M. on weekdays, an additional two (2) hours sleep time will be granted the next day.

On weekends, the Infusion Therapy Nurses will receive the same reimbursement as regular nursing staff working weekends with the minimum of four (4) hours for the planned visits and four (4) hours extra if "called out."

Any hours gained on the weekend will be subtracted from the \$48.00 weekend pager pay.

**EXAMPLE:** If Infusion Therapy Nurse did not make any calls and carried the pager on the weekend, earnings would be \$48.00.

If Infusion Therapy Nurse made two (2) separate calls on the weekend, this would be deductible from the \$48.00 ( $48 - 8 = 40$ ). Earnings would be \$40.00.

All hours worked shall be paid in accordance with the appropriate contract language.

## ATTACHMENT 3

### ROAD MAINTENANCE SUPERVISOR-HIGHWAY

Road Maintenance Supervisors-Highway required by the County in the performance of his or her duties to carry signaling device such as a pager or beeper shall receive \$1.00 per hour for each hour the employee is required to carry such device.

ATTACHMENT 4

MEMORANDUM OF AGREEMENT

between

NIAGARA COUNTY

and

CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO

1. Whereas, the collective bargaining agreement between the parties states in Article 15, Section 21 as follows:

“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 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”

2. And whereas the County has implemented a time clock system at Highway, Engineering, Buildings & Grounds, Administration, Parks and at the Mt. View Healthcare Facility.
3. In implementing the language of Article 15, Section 21 of the collective bargaining agreement, the parties have agreed upon the following policy.
4. Therefore be it resolved and agreed by the parties:

Identification badges, with the use of time clocks will track hours worked for the purpose of paycheck calculation. Some departments and/or facilities may also require time sheets for the purpose of charging time to particular projects.

Employees will receive training in use of time clocks two weeks prior to initiating a time clock.

- a. Employees will be required to punch in at the start of their shift and out at the end of their shift only. They will not be permitted to clock in or out more than fifteen minutes prior to the start or end of the shift without prior approval.
- b. For employees who work off site: at their start time for that day or days, they will report to the site and either call into the department/office or do as otherwise instructed by the department head. The same procedure will be used at the end of their day.
- c. Clocks will be active and operational on a twenty-four (24) hour basis and shall be accessible to employees who work alternate schedules.
- d. Employees will not be required to punch in or out for lunch or break periods or when leaving the office and/or department during works hours to conduct work related business. When leaving the premises, employees are required to sign in and out, including time out and time in, on accountability sheets, in case there is an emergency evacuation of the building or an emergency phone call.

- e. Overtime will continue to be requested and approved in the currently applied manner and must be received by payroll prior to the pay period ending. Authorized benefit forms received late will be processed in the next pay period.
- f. Supervisor approved parity pay will be handled through manual input.
- g. Payment for use of compensatory time, benefit time use, leave use, vacation use, holiday use will continue to be handled by advance request and will be manually input.
- h. Clocks will be calibrated to Eastern Standard Time and/or Daylight Savings Time and will be updated every night.
- i. Employees will be able to verify that their swipe has registered by a view that reads, "punch accepted" and by an audible beep.
- j. Should an employee misplace or forget a card a manual entry can be made with the approval of the department head or his/her designee. A benefit request form must be completed for time lost. If it is determined that a pattern exists of reporting to work without an identification badge the employee will first be counseled. If the problem persists disciplinary action may be taken per the collective bargaining agreement.
- k. Damaged cards or strips will be replaced by the department at no cost to employees.
- l. If a card is lost the employee will be required to pay for the replacement.
- m. "Making up time" will not be allowed except with prior approval of the department head or his/her designee.
- n. All hours will be paid to the nearest tenth of an hour. For example: an employee will be docked two tenths (2/10) of an hour for a punch that is seven (7) to twelve (12) minutes past the start time, however, any abuse of the six (6) minute grace period will result in counseling and further instances of abuse may result in disciplinary action per the collective bargaining agreement.
- o. Time records are printed out in minutes and converted to fractions of an hour.
- p. Mechanical or manual adjustments can be made on an as needed basis with the approval of the department head or his/her designee.
- q. Based on the employee's assigned department or division, each employee will be assigned a time clock they will be required to use.
- r. Supporting paperwork will continue to be required for leave requests, overtime approval, job parity, use of comp time and allocation of time to specific projects.
- s. No employee is permitted to clock in or out for another employee. Violation of this policy will result in disciplinary action for both employees according to the collective bargaining agreement.



- t. Failure to clock in at the beginning of a shift or out at the end of a shift may result in no pay for those hours in the pay period **that** were worked unless a signed benefit authorization is completed and properly submitted. It is the employee's responsibility to make sure they clock in and out each day. Non timely corrections will be adjusted for in the following pay period.
- u. Discipline with regard to time clock use will be subject to the procedures for discharge and discipline in the collective bargaining agreement.
- v. The County retains its right, under Article 15, Section 21 of the collective bargaining agreement, 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. If in exercising its right under the collective bargaining agreement there is a resulting change in this negotiated policy, the parties agree to negotiate the change.

ATTACHMENT 5

**NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES  
CHILD FATALITY TEAM ANNUAL PAYMENT**

**Employees and supervisors of the Child Fatality Team will receive each December a \$1,000 payment less appropriate taxes. This amount will be pro-rated each month for those eligible employees and supervisors based on when they become members of the Child Fatality Team. In order to receive credit for each month the employee must be on the Child Fatality Team for more than half of the month. Additionally, an eligible employee that resigns or retires from employment will have their payment adjusted. Employees resigning or retiring will receive their pro-rated payment as part of their final paycheck. (Example: An employee that is on the team ten (10) months will receive a pro-rated payment of 10/12ths or .8333.)**

ATTACHMENT 6

**MEMORANDUM OF AGREEMENT BETWEEN NIAGARA COUNTY  
AND CSEA LOCAL 832 – UNIT 7650**

**WHEREAS** Niagara County (The County) and CSEA Local 832 – Unit 7650 (The Union) have negotiated and agreed to a current collective bargaining agreement and

**WHEREAS** Article 6.5 in that agreement requires the parties to negotiate a dress code policy for three (3) months until an agreement can be reached and

**WHEREAS** the parties have been successful in reaching an agreement on a dress code policy that is satisfactory to both the County and the Union.

**THEREFORE** the parties now wish to set forth the following dress code policy that shall be in force effective July 16, 2017 and to be considered included in the current collective bargaining agreement and its successors, until the parties successfully bargain any changes thereto.

**All employees shall be dressed in clothing suitable for a professional business setting and the duties within the position held.**

**Clothing shall be neat, clean and in good repair. All clothing will be modest in appearance.**

**All business casual attire including jeans and sneakers must be in good repair and condition. Leggings are permitted but must be worn with a top which reaches below the inseam of the leggings. CSEA issued clothing will be permitted. Sport themed casual Fridays are acceptable as approved by the Department Head.**

**The following are never permitted:**

- See – through clothing
- Sweatpants / Track suits
- Sweatshirts / Hoodies (exception – Maintenance Staff)
- Shorts
- Ripped Clothing – either by manufacturer intent or through extreme wear
- Casual T- shirts (exception – Maintenance Staff)
- Hats
- Tank tops / Halter tops
- Rubber flip flops
- Inappropriate slogan or message based clothing

**All clothing called into question will be at the discretion of the Department Head or his / her authorized designee.**

**Employees in unacceptable dress may face disciplinary charges for non-compliance with the above rules.**

APPENDIX A

SUMMARY BENEFITS				
<p>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.</p> <p>Initial Plan Years/2007-2008 - The Niagara County Health Plan shall be administered by NOVA through the Independent Health Network on a self-funded basis.</p>				
<p>All Plan services listed below as "In Network Services" and corresponding patient responsibility require use of participating providers. The Plan's network includes inpatient and emergency care provided at all hospitals in the eight counties of Western New York and access to networks outside of the eight Western New York Counties.</p> <p>Out-of network services may be obtained, but are subject to an out-of-network deductible, co-insurance and out-of-pocket maximums. Please see summary below under "Out-of-Network Services" for details.</p> <p>Any covered services may be obtained from any provider or hospital without referral.</p>				
IN NETWORK COVERED EXPENSES INCLUDE:				
Benefit Description	Premium	Core	Value	Explanations and Limitations
Anesthesia	Covered in full	Covered in full	Covered in full	
Assistant Surgeon	Covered in full	Covered in full	Covered in full	
Emergency Room Treatment of an Accidental Injury	\$35 co-pay	\$35 co-pay	\$35 co-pay	For services rendered within 72 hours after onset of accident. Worldwide emergency use, including physician fees. Co-pay waived if admitted.
Emergency Room Treatment of the Sudden onset of a Life Threatening Illness	\$35 co-pay	\$35 co-pay	\$35 co-pay	Worldwide emergency use including physician fees for life threatening emergencies. Co-pay waived if admitted.

Enteral Formulas Nutritional Supplements	Covered in full	Covered in full	Covered in full	Limited to annual maximum of \$2500. Must be medically necessary. Subject to prior approval.
Home Healthcare	\$10 co-pay per visit	\$15 co-pay per visit	\$20 co-pay per visit	365 visits per member, per calendar year. Pre Approval Required
Hospice	Covered in full	Covered in full	Covered in full	210 days lifetime
Hospital Outpatient Surgical Facility	\$10 co-pay	\$15 co-pay	\$75 co-pay	
Hospital Physician Visits (Non- Mental Illness Substance Abuse Diagnosis)	Covered in full	Covered in full	Covered in full	
Hospital Physician Visits (Mental Illness Diagnosis)	Covered in full	Covered in full	Covered in full	30 days per member per calendar year for acute care.
Hospital Physician Visits (Alcohol Substance Abuse Diagnosis)	Covered in full	Covered in full	Covered in full	30 days per member per calendar year for acute care.
Urgent Care Center Visit	\$10 co-pay	\$15 co-pay	20 co-pay	
Hospital Room & Board and Ancillary Services (Non- Mental Illness- Substance Abuse Diagnosis)	Covered in full	Covered in full	Covered in full	365 days per calendar year limited to semi private room allowance. Must be pre approved.
Hospital Room & Board and Ancillary Services (Mental Illness Diagnosis)	Covered in full	Covered in full	Covered in full	30 days per member per calendar year for acute care.
Hospital Room & Board and Ancillary Services (Alcohol Substance Abuse Diagnosis)	Covered in full	Covered in full	Covered in full	30 days per member per calendar year for detoxification. Inpatient rehabilitation not covered.
Mammography (Routine)	\$10 co-pay	\$15 co-pay	\$20 co-pay	One routine per calendar year

Pap Smear (Routine)	Covered in full	Covered in full	Covered in full	Limited to one per covered female over 18 per calendar year.
Pregnancy	Covered in full	Covered in full	Covered in full	Same as any other illness
Pre-Admission Testing	Covered in full	Covered in full	Covered in full	For services rendered within 7 days of admission.
Routine Adult	\$10 co-pay	\$15 co-pay	\$20 co-pay	Limit 1 per year
Routine Adult (GYN)	\$10 co-pay	\$15 co-pay	\$20 co-pay	Limit 1 per year, includes office visit and ancillary services.
Second Surgical Opinion	\$10 co-pay	\$15 co-pay	\$20 co-pay	
Substance Abuse (Outpatient Treatment)	\$10	\$15	\$20	60 visits per member per calendar year
Surgical Expenses	Covered in full	Covered in full	Covered in full	
Skilled Nursing Facility	Covered in full 50 days	Covered in full 50 days	Covered in full 50 days	Excludes custodial care, must be admitted within 30 days of hospital discharge.
Well Child Care Including Immunizations	Covered in full	Covered in full	Covered in full	AMA Well Child guidelines
X-Rays and Diagnostic Testing	\$10 co pay	\$15 co-pay	\$20 co-pay	
Insulin	Rx co-pay	Rx co-pay	Rx co-pay	
Diabetic Supplies, i.e. test strips, needles, etc.	Lesser of Rx co-pay or office visit co-pay	Lesser of Rx co-pay or office visit co-pay	Lesser of Rx co-pay or office visit co-pay	
Diabetic Equipment, i.e. glucometer, insulin pump, etc.	Lesser of Rx co-pay or office visit co-pay	Lesser of Rx co-pay or office visit co-pay	Lesser of Rx co-pay or office visit co-pay	
Specialist Office Visit	\$10 co-pay	\$15 co-pay	\$20 co-pay	
Allergy Injections	\$10 co-pay	\$15 co-pay	\$20 co-pay	Co-pay if administered in office

Allergy Testing	\$10 co-pay	\$15 co-pay	\$20 co-pay	
Ambulance	\$50 co-pay	\$50 co-pay	\$50 co-pay	Must be medically necessary
Blood, Blood Plasma and Oxygen	Covered in full	Covered in full	Covered in full	
Cardiac Rehabilitation	\$10 co-pay	\$15 co-pay	\$20 co-pay	24 visits/ Additional visits may be approved by medical management Dept when medically necessary. Treatment plan must be pre-approved.
Chiropractic Care	\$10 co-pay	\$15 co-pay	\$20 co-pay	Limited to 15 visits per member per calendar year. Additional visits may be approved based on medical necessity.
Durable Medical Equipment and Supplies	20% co-pay	20% co-pay	20% co-pay	Must be deemed medically necessary
Emergency Room Physician	Covered in full	Covered in full	Covered in full	Included in payment from Emergency Room
Hospital Physician Visits (Mental Illness)	Covered in full 30 days confinement per member per year	Covered in full 30 days confinement per member per year	Covered in full 30 days confinement per member per year	

Infertility Treatment	Same as any other illness	Same as any other illness	Same as any other illness	Includes diagnostic, lab & surgical services including: hysterosalpingogram, hysteroscopy, endometrial biopsy, laparoscopy, sonohysterogram, post coital tests, testis biopsy, semen analysis, blood tests, ultrasound and artificial insemination. Does not include services for conception such as, invitro fertilization, gamete intrafallopian tube transfers, or zygote intrafallopian tube transfers. Limited to patients between the ages of 21 and 45.
Laboratory (including venipuncture)	Covered in full	Covered in full	Covered in full	No restrictions on in-network laboratory providers
Mental Illness- Outpatient Treatment	\$10 co-pay	\$15 co-pay	\$20 co-pay	30 visits per calendar year
Office Visits	\$10 co-pay	\$15 co-pay	\$20 co-pay	
Organ Transplants	Same as any other illness	Same as any other illness	Same as any other illness	Must be pre-approved
Podiatry	\$10 co-pay	\$15 co-pay	\$20 co-pay	Must be medically necessary, routine foot care not covered
Prosthetic Devices & Orthotic Appliances	20%	20%	20%	Foot orthotics is limited to one pair per calendar year. Internal + post mastectomy prosthetics covered in full. 20% co-pay for external prosthetics
Physical, Speech and Occupational Therapy	\$10	\$15	\$20	20 visits in aggregate - per person per calendar year



Prescription Drugs, Generic/Formulary	\$7 - 2 Tier 3rd Tier member pays the difference. \$0 co-pay for generic contraceptives	\$5/\$15/\$35 *See formulary for any prior-authorization requirements	\$7/\$25/\$40 *See formulary for any prior-authorization requirements	Up to 30 day supply of drugs is provided on each occasion the prescription is filled or refilled. Contraceptives included
Prescription Drugs, Mail Order	\$7 - 2 Tier 3rd Tier member pays the difference. \$0 co-pay for generic contraceptives	\$5/\$15/\$35 *See formulary for any prior-authorization requirements	\$7/\$25/\$40 *See formulary for any prior-authorization requirements	One co-pay per 30 day supply. Up to 90 day supply of drugs in provided on each occasion the prescription is filled or refilled
Private Duty Nursing	\$10	\$15	\$20	Must be pre-approved. Limited to an annual maximum of \$2,500 per calendar year. Benefits limited to non-custodial services only.
Radiation and Chemotherapy	\$10 co-pay	\$15 co-pay	\$20 co-pay	
Temporo-mandibular Joint Disorders (TMJ)	See explanation	See explanation	See explanation	Coverage limited to \$150 maximum lifetime allowance for evaluation and diagnostic testing. An additional allowance of \$300 will be provided for appliance therapy. No other charges (including hospital charges) in connection with TMJ will be covered.
Reconstructive Surgery	Covered	Covered	Covered	Covered when medically necessary, elective cosmetic surgery not covered.
Waiting Period	See explanation	See explanation	See explanation	All full time employees will be eligible for the above plans on the 1st of the month following 30 days of employment.

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

Co-Insurance	75%/25%	75%/25%	75%/25%	
Maximum Out of Pocket Expense	\$2000/\$4000	\$2000/\$4000	\$2500/\$5000	
Lifetime Maximum	Unlimited	Unlimited	Unlimited	

APPENDIX B  
C.S.E.A. APPENDIX  
LISTING OF JOB TITLES AND GROUPS

JOB GROUP 1

006 Co-Case Manager  
005 Co-Case Manager p/t

JOB GROUP 2

008 Assistant Photostat Recording Operator

JOB GROUP 3

013 Aging Services Aide  
007 Aids Case Management Aide  
002 Children with Special Needs Program Aide  
014 Clerical I  
062 Clerical I p/t  
020 Clerk  
021 Clerk p/t  
016 Community Services Aide  
025 Courier – Mail Clerk  
023 Dictating Machine Operator (Blind)  
010 Home Health Aide  
012 Home Management Worker  
025 Mail Clerk  
026 Medical Clerk  
027 Medical Record Clerk  
024 Medical Record Clerk p/t  
028 Messenger  
031 Messenger p/t  
030 Microfilm Operator  
034 Occupational Therapy Aide  
035 Occupational Therapy Aide p/t  
038 Senior Library Clerk  
040 Telephone Operator  
042 Transcribing Typist  
014 Typist  
015 Typist p/t  
043 Ward Clerk  
792 800 Tourist Line Leader

JOB GROUP 4

048 Account Clerical I  
051 Account Clerical I p/t  
046 Account Clerk  
053 Account Clerk p/t  
048 Account Clerk Typist  
051 Account Clerk Typist p/t

050 Activity Leader  
 059 Assistant Multilith Machine Operator  
 054 Bookkeeping Machine Operator  
 056 Chief Machine Operator  
 066 Clerical II  
 065 Clerical II p/t  
 241 Computer Operator Assistant  
 067 Data Entry Operator  
 085 Data Processing Control Clerk  
 049 Energy Assistance Worker  
 045 Energy Assistance Worker p/t  
 003 Head Van Driver  
 Home Delivered Meal Coordinator  
 2100 Insurance Program Clerk  
 029 Legal Stenographer  
 064 Senior Clerk  
 066 Senior Typist  
 065 Senior Typist p/t  
 068 Stenographer  
 069 Stenographer p/t  
 075 Youth Employment Aide

**JOB GROUP 5**

4002 Account Clerical II  
 076 Account Clerk Stenographer  
 115 Bookkeeper  
 116 Bookkeeper p/t  
 082 Cash Account Clerk  
 083 Certified Occupational Therapy Assistant  
 084 Computer Operator  
 Courier Inventory Clerk  
**Court Assistant**  
 005 Crisis Services Phone Aide  
 008 Crisis Services Phone Aide p/t  
 086 Document Clerk  
 001 Drug Abuse Aide  
 004 Drug Abuse Aide p/t  
 087 Engineering Clerk-Typist  
 090 Head Cleaner Days  
 094 Junior Engineering Aide  
 102 Microfilm Recorder Operator  
 100 Motor Vehicle Representative p/t  
 101 Motor Vehicle Representative  
 104 Payroll Clerk  
 105 Pharmacy Aide  
 106 Photostat Recording Operator  
 117 Pistol Permit Examiner/Court Liaison  
 110 Purchasing Clerk  
 177 Real Property Tax Services Aide  
 Senior Aging Services Aide

- 112 Senior File Index Clerk
- Senior Insurance Program Clerk**
- 107 Sheriff Record Clerk
- 092 Stock Clerk
- 113 Tax Clerk
- 114 Title Searcher
- 166 Weights & Measures Inspector

**JOB GROUP 6**

- 153 Account Clerical III
- 173 Alcoholism & Substance Abuse Counselor Trainee
- 122 Assistant Dietician
- 124 Audit Clerk
- 109 Central Supply Coord.
- 1001 Clerical III
- Crime Analyst
- 129 Dietician Technician
- 123 District Attorney Management Systems Coordinator
- 135 Document and Mortgage Tax Clerk
- 134 Document Clerk – Cashier
- 125 Environmental Research Technician
- 133 Environmental Health Aide
- 047 Highway Dispatcher
- 155 Insurance Program Assistant
- 140 Inventory Clerk
- 099 Licensed Practical Nurse p/t
- 098 Licensed Practical Nurse
- 144 Mosquito Equipment Operator
- 131 Motor Vehicle Representative II
- 060 Multilith Machine Operator
- 150 Principal Library Clerk
- 148 Principal Clerk
- 136 Public Health Technician
- 185 Public Health Investigator
- 153 Senior Account Clerk -Typist
- 152 Senior Account Clerk
- Senior Court Assistant**
- 157 Senior Energy Assistance Worker
- 105 Senior Payroll Clerk
- 154 Senior Stenographer
- 156 Senior Title Searcher
- 158 Social Services Worker 1, 2
- 158 Social Welfare Examiner 1, 2
- 151 Sr. Energy Assistance Worker p/t
- 160 Support Investigator 1, 2
- 162 Tax Map Technician
- 164 Youth Bureau Counselor

## JOB GROUP 7

166 Assessment Supervisor  
876 Assistant Public Health Educator  
193 Care Svs. Coord. - EIP  
083 Certified Occupational Therapy Assistant  
137 Charge Nurse - LPN  
168 Deputy Municipal Director of Weights & Measures  
142 Laboratory Technician  
LPN – Mental Health  
Nutrition Services Coordinator  
Physical Therapy Asst.  
181 Principal Stenographer  
108 Purchasing Assistant  
Real Property Information Clerk  
Real Property Tax Coordinator  
4032 Senior Account Clerk Stenographer  
183 Senior Computer Operator  
**Senior Crisis Services Phone Aide**  
165 Social Services Worker 3, 4, 5, 8  
165 Social Welfare Examiner 3, 4, 5, 8  
186 Stenographic Secretary  
187 Stenographic Secretary p/t  
163 Support Investigator 3, 4, 5, 8  
167 Tourism Information Specialist  
190 Youth Bureau Outreach Worker  
191 Youth Bureau Worker  
192 Youth Bureau Public Relations Coordinator

## JOB GROUP 8

1000 Account Clerical IV  
197 Administrative Officer (Niagara Falls)  
198 Administrative and Resources Officer  
196 Administrative Officer (Lockport)  
175 Alcoholism & Substance Abuse Counselor  
195 Case Manager  
174 Certified Alcoholism Counselor  
210 Community Mental Health Aide  
205 Computer Programmer Trainee  
230 Construction Inspector  
175 Drug Abuse Counselor  
211 Employment and Training Assistant  
223 Environmental Management Coordinator  
208 Financial Investigator  
058 Grand Jury Stenographer  
209 Graphics Technician  
**Licensed Practical Nurse/Health**  
212 Operating Training Officer – Civil Defense  
213 Personal Care Services Supervisor  
214 Principal Account Clerk

215 Principal Audit Clerk  
207 Public Health Technician II  
103 Records Management Coordinator  
206 Senior Data Processing Control Clerk  
222 Senior Engineering Aide  
159 Senior Data Entry Operator  
227 Senior Social Services Worker  
227 Senior Social Welfare Examiner  
Senior Social Services Worker (Support Collection)  
161 Senior Support Investigator  
228 Veterans Service Officer  
199 Work Experience Program Aide

#### JOB GROUP 9

280 Accounting Supervisor of Employment & Training  
**Application Specialist**  
261 Assistant Bacteriologist  
229 Buyer  
Case Manager – Senior Services  
238 Caseworker 1, 2  
109 Central Supply Coordinator  
244 Deputy Civil Defense Director  
260 Employment & Training Coordinator  
258 Employment & Training Counselor  
266 Home Economist 1, 2  
141 Junior Planner  
275 Micro-Computer Coordinator  
272 Director of Weights & Measures A  
218 Registered Professional Nurse  
319 Registered Professional Nurse - Jail  
273 Senior Financial Investigator  
267 Social Work Assistant  
204 Sr. Insurance Program Assistant  
276 Supervisor of Central Office Services

#### JOB GROUP 10

298 Administrative Assistant  
299 Administrative Assistant Personnel  
Aging & Disabilities Services Coordinator  
262 Audiologist Trainee  
284 Bacteriologist  
169 Budget Clerk  
170 Budget Clerk – Mental Health  
285 Case Manager (Social Services)  
286 Caseworker 3, 4, 5, 8  
240 Charge Nurse  
283 Chief Accountant

172 Chief Tax Clerk  
 285 Child Assistance Program Specialist  
 063 Coordinator of Aging Services  
 292 Dietician – Mount View  
 291 Educational Television Operating Supervisor  
 Employment Case Manager  
 302 Employment Specialist  
 321 Graphic Artist  
 296 Home Economist 3,4,5,8  
 290 JTPA Training Coordinator  
 428 Junior Accountant  
 301 Junior Engineer - Public Works  
 300 Junior Civil Engineer  
**Junior Network Administrator**  
 909 Long Term Care Coordinator  
 4071 Micro Computer Specialist  
**Micro Computer Legal Systems Specialist**  
 318 Photographer  
 311 Principal Social Services Worker  
 Principal Social Services Worker (Support Collection)  
 311 Principal Social Welfare Examiner  
 890 Public Health Educator  
**Public Health Office Coordinator**  
 265 Registered Professional Nurse p/t  
 220 Resource Consultant  
 RN – Mental Health  
 281 Senior Audio Visual Technician  
**Senior Document Clerk & Cashier**  
 312 Senior Employment & Training Counselor  
 237 Special Education Teacher  
 216 Speech Pathologist Trainee  
 271 Supervising Public Health Technician  
 320 Supervising Support Investigator  
**Supervisor of Real Property Tax Services**  
**Workforce Training Coordinator**  
 317 Youth Bureau Coordinator

#### JOB GROUP 11

332 Aids Case Manager  
 322 Audiologist p/t  
 236 Audiologist (New York State Certified)  
 354 Brownsfield Coordinator  
 340 Child Support Management Systems Coordinator  
 270 Community Health Nurse  
 268 Community Health Nurse p/t  
 242 Computer Programmer  
 425 Coordinator of Day Care Services  
 235 Dietitian - Aging  
 348 Employment & Training Counseling Supervisor



358 Environmental Planner  
 330 Family Services Specialist  
 264 General Mechanic  
 Head Maintenance Person  
 347 Head Social Welfare Examiner  
 346 Job Developer  
**Licensed Clinician**  
 339 Medical Care Administrator  
 306 Occupational Therapist  
 341 Planner  
 353 Private Industry Counsel Advisor to Chairperson  
 345 Public Health Sanitarian  
 334 Senior Case Manager  
 334 Senior Child Assistance Program Specialist  
 342 Senior Caseworker  
 Senior Employment Case Manager  
 333 Special Education Teacher II  
 277 Speech Pathologist (New York State Certified)  
 278 Speech Pathologist (New York State Certified) p/t  
 344 Sr. Buyer  
 314 Supervising Nurse  
 314 Supervising Nurse - General Medicine  
 315 Supervising Nurse p/t  
 377 Tourist Administrator

#### JOB GROUP 12

282 Accounting Supervisor  
 324 Assistant Director of Nursing Services  
 305 Asst. Coord. - LTH Care Prog.  
 4014 Assistant Network Administrator  
 362 Case Supervisor - Grade B  
 363 Chief Social Services Worker  
 363 Chief Social Welfare Examiner  
 328 Chief Employment Specialist  
 361 Child Assistance Program Coordinator  
 364 Coordinator/Child Support Enforcement  
 357 Coordinator Physically Handicapped Children's Program  
 355 Environmental Management Assistant  
 372 Employment & Training Fiscal Manager  
 372 Fiscal Manager  
**Forensic Criminalist I**  
 336 Head Nurse  
 4030 Information Technology Technician  
 310 Physical Therapist  
 205 Principal Insurance Program Assistant  
**Registered Professional Nurse - Health**  
 366 Sanitary Chemist  
 375 Senior Employment & Training Coordinator  
**Senior RN – Mental Health**  
 335 Senior Speech Pathologist

- Social Services Administrative Specialist**
- 327 Social Services Systems Analyst
- 349 Sr. Audiologist
- Supervisory Public Health Sanitarian**

JOB GROUP 13

- 427 Accountant
- 371 AIDS Case Manager/Director
- 380 Assistant Civil Engineer
- 360 Assistant Public Health Engineer
- 388 Case Supervisor - Grade A
- 351 Coordinator Long Term Health Care Program
- 338 Director of Operations
- 354 Mental Health Core Planner
- Public Health Nurse**
- Public Health Nurse p/t**
- 400 Rehabilitation Counselor
- 343 Senior Computer Programmer
- Senior Licensed Clinician**
- 359 Senior Planner
- 404 Staff Social Worker
- 350 Supervising Community Health Nurse
- 406 TASC Case Manager
- 408 Training Supervisor

JOB GROUP 14

- 352 Assistant Director of Patient Services
- 416 Associate Supervising Public Health Sanitarian
- Behavioral Health Clinical Supervisor
- Civil Engineer**
- 4019 Computer Network Administrator
- 4031 Database Administrator
- 928 Director of Physical Therapy
- Forensic Criminalist II**
- GIS Coordinator
- Home and Community Based Services Supervisor
- 353 Nurse Practitioner p/t
- Social Services Systems Coordinator**
- 426 Supervising Social Worker
- 398 Supervisor Children with Special Needs
- 424 Systems Analyst
- TASC Supervisor**

JOB GROUP 15

- Brownfield Program Manager**
- 437 Controller - Mount View
- 432 Supervising Public Health Engineer
- Supervising Public Health Nurse**
- 450 Welfare Management Systems Coordinator

JOB GROUP 16

- 423 Director of Patient Services
- 313 Director, Children with Special Needs
- 440 Executive Director of Social Services
- 417 Principal Public Health Engineer
- 439 Sr. Civil Engineer
- 366 Senior Forensic Criminalist
- 435 Senior Sanitary Chemist
- 434 Supervising Psychologist

APPENDIX C  
HEALTHCARE BENEFITS WAIVER

NO COUNTY-PROVIDED HEALTH INSURANCE FOR YOU OR  
YOUR FAMILY MEMBERS WILL BE CONTINUED UNDER  
THE EFFECTIVE TERMS OF THIS WAIVER.

I hereby for myself, my heirs, executors, and administrators, waive my rights to County-provided health insurance coverage pursuant to the collective bargaining agreement between Niagara County and the CSEA.

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 CSEA, 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 \_\_\_\_\_ Witness 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 wks

A. # Mos left in this year \_\_\_\_ divided by 12 = \_\_\_\_\_

B. Proration % by Mos \_\_\_\_\_%

C. Final Proration % = (A.) x (B.) = \_\_\_\_\_%            D. Amount Due: \$\_\_\_\_\_

**APPENDIX D**  
**35 HOUR WEEK**  
**2020 - C.S.E.A. HOURLY RATES - 2.0%**

<b>GROUP</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 8</b>
1	16.17	16.59	16.95	17.35	17.78	18.17
2	16.62	17.06	17.43	17.84	18.25	18.68
3	17.16	17.56	18.14	18.50	18.95	19.29
4	17.76	18.18	18.63	19.03	19.53	19.99
5	18.50	18.95	19.39	19.85	20.36	20.85
6	19.25	19.77	20.35	20.88	21.50	22.08
7	20.27	20.88	21.60	22.26	22.87	23.58
8	21.39	22.15	22.85	23.63	24.34	25.05
9	23.24	24.01	24.83	25.63	26.45	27.22
10	25.03	25.92	26.85	27.67	28.58	29.37
11	27.39	28.27	29.28	30.22	31.17	32.02
12	29.52	30.60	31.59	32.53	33.58	34.60
13	31.95	33.00	34.02	35.08	36.14	37.22
14	34.85	36.05	37.22	38.35	39.54	40.72
15	37.37	38.73	40.02	41.31	42.59	43.87
16	40.78	42.11	43.48	44.85	46.19	47.54

**APPENDIX E**  
**35 HOUR WEEK**  
**2021 - C.S.E.A. HOURLY RATES - 2.0%**

<b>GROUP</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 8</b>
1	16.49	16.92	17.29	17.70	18.14	18.53
2	16.95	17.40	17.78	18.20	18.62	19.05
3	17.50	17.91	18.50	18.87	19.33	19.68
4	18.12	18.54	19.00	19.41	19.92	20.39
5	18.87	19.33	19.78	20.25	20.77	21.27
6	19.64	20.17	20.76	21.30	21.93	22.52
7	20.68	21.30	22.03	22.71	23.33	24.05
8	21.82	22.59	23.31	24.10	24.83	25.55
9	23.70	24.49	25.33	26.14	26.98	27.76
10	25.53	26.44	27.39	28.22	29.15	29.96
11	27.94	28.84	29.87	30.82	31.79	32.66
12	30.11	31.21	32.22	33.18	34.25	35.29
13	32.59	33.66	34.70	35.78	36.86	37.96
14	35.55	36.77	37.96	39.12	40.33	41.53
15	38.12	39.50	40.82	42.14	43.44	44.75
16	41.60	42.95	44.35	45.75	47.11	48.49

**APPENDIX F  
35 HOUR WEEK  
2022 - C.S.E.A. HOURLY RATES - 2.0%**

<b>GROUP</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 8</b>
1	16.82	17.26	17.64	18.05	18.50	18.90
2	17.29	17.75	18.14	18.56	18.99	19.43
3	17.85	18.27	18.87	19.25	19.72	20.07
4	18.48	18.91	19.38	19.80	20.32	20.80
5	19.25	19.72	20.18	20.66	21.19	21.70
6	20.03	20.57	21.18	21.73	22.37	22.97
7	21.09	21.73	22.47	23.16	23.80	24.53
8	22.26	23.04	23.78	24.58	25.33	26.06
9	24.17	24.98	25.84	26.66	27.52	28.32
10	26.04	26.97	27.94	28.78	29.73	30.56
11	28.50	29.42	30.47	31.44	32.43	33.31
12	30.71	31.83	32.86	33.84	34.94	36.00
13	33.24	34.33	35.39	36.50	37.60	38.72
14	36.26	37.51	38.72	39.90	41.14	42.36
15	38.88	40.29	41.64	42.98	44.31	45.65
16	42.43	43.81	45.24	46.67	48.05	49.46

**APPENDIX G  
35 HOUR WEEK  
2023 - C.S.E.A. HOURLY RATES - 2.0%**

<b>GROUP</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 8</b>
1	17.16	17.61	17.99	18.41	18.87	19.28
2	17.64	18.11	18.50	18.93	19.37	19.82
3	18.21	18.64	19.25	19.64	20.11	20.47
4	18.85	19.29	19.77	20.20	20.73	21.22
5	19.64	20.11	20.58	21.07	21.61	22.13
6	20.43	20.98	21.60	22.16	22.82	23.43
7	21.51	22.16	22.92	23.62	24.28	25.02
8	22.71	23.50	24.26	25.07	25.84	26.58
9	24.65	25.48	26.36	27.19	28.07	28.89
10	26.56	27.51	28.50	29.36	30.32	31.17
11	29.07	30.01	31.08	32.07	33.08	33.98
12	31.32	32.47	33.52	34.52	35.64	36.72
13	33.90	35.02	36.10	37.23	38.35	39.49
14	36.99	38.26	39.49	40.70	41.96	43.21
15	39.66	41.10	42.47	43.84	45.20	46.56
16	43.28	44.69	46.14	47.60	49.01	50.45



**APPENDIX H  
40 HOUR WEEK  
2020 - C.S.E.A. HOURLY RATES - 2.0%**

<b>TITLE</b>	<b>STEP 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>8</b>
WATER TREATMENT PLANT OPERATOR TRAINEE	19.01	19.45	19.85	20.47	21.10	21.59
WATER TREATMENT PLANT OPERATOR TYPE "A" PLANT	23.80	24.49	25.12	25.86	26.55	27.19
FLEET MECHANIC SUPERVISOR	22.88	23.69	24.34	25.03	25.81	26.46
MAINTENANCE HIGHWAY SUPERVISOR	22.88	23.69	24.34	25.03	25.81	26.46
<b>PARKS SUPERVISOR</b>	<b>22.88</b>	<b>23.69</b>	<b>24.34</b>	<b>25.03</b>	<b>25.81</b>	<b>26.46</b>
TRAFFIC & SIGN SUPERVISOR	22.88	23.69	24.34	25.03	25.81	26.46
ROAD MAINTENANCE SUPERVISOR - HIGHWAY	22.88	23.69	24.34	25.03	25.81	26.46
WORK RELIEF PROGRAM CREW SUPERVISOR	22.88	23.69	24.34	25.03	25.81	26.46
WORK RELIEF PROGRAM CREW LEADER	19.01	19.45	19.85	20.47	21.10	21.59

**APPENDIX I  
40 HOUR WEEK  
2021 - C.S.E.A. HOURLY RATES - 2.0%**

<b>TITLE</b>	<b>STEP 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>8</b>
WATER TREATMENT PLANT OPERATOR TRAINEE	19.39	19.84	20.25	20.88	21.52	22.02
WATER TREATMENT PLANT OPERATOR TYPE "A" PLANT	24.28	24.98	25.62	26.38	27.08	27.73
FLEET MECHANIC SUPERVISOR	23.34	24.16	24.83	25.53	26.33	26.99
MAINTENANCE HIGHWAY SUPERVISOR	23.34	24.16	24.83	25.53	26.33	26.99
<b>PARKS SUPERVISOR</b>	<b>23.34</b>	<b>24.16</b>	<b>24.83</b>	<b>25.53</b>	<b>26.33</b>	<b>26.99</b>
TRAFFIC & SIGN SUPERVISOR	23.34	24.16	24.83	25.53	26.33	26.99
ROAD MAINTENANCE SUPERVISOR - HIGHWAY	23.34	24.16	24.83	25.53	26.33	26.99
WORK RELIEF PROGRAM CREW SUPERVISOR	23.34	24.16	24.83	25.53	26.33	26.99
WORK RELIEF PROGRAM CREW LEADER	19.39	19.84	20.25	20.88	21.52	22.02

**APPENDIX J  
40 HOUR WEEK  
2022 - C.S.E.A. HOURLY RATES - 2.0%**

<b>TITLE</b>	<b>STEP 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>8</b>
WATER TREATMENT PLANT OPERATOR TRAINEE	19.78	20.24	20.66	21.30	21.95	22.46
WATER TREATMENT PLANT OPERATOR TYPE "A" PLANT	24.77	25.48	26.13	26.91	27.62	28.28
FLEET MECHANIC SUPERVISOR	23.81	24.64	25.33	26.04	26.86	27.53
MAINTENANCE HIGHWAY SUPERVISOR	23.81	24.64	25.33	26.04	26.86	27.53
<b>PARKS SUPERVISOR</b>	<b>23.81</b>	<b>24.64</b>	<b>25.33</b>	<b>26.04</b>	<b>26.86</b>	<b>27.53</b>
TRAFFIC & SIGN SUPERVISOR	23.81	24.64	25.33	26.04	26.86	27.53
ROAD MAINTENANCE SUPERVISOR - HIGHWAY	23.81	24.64	25.33	26.04	26.86	27.53
WORK RELIEF PROGRAM CREW SUPERVISOR	23.81	24.64	25.33	26.04	26.86	27.53
WORK RELIEF PROGRAM CREW LEADER	19.78	20.24	20.66	21.30	21.95	22.46

**APPENDIX K  
40 HOUR WEEK  
2023 - C.S.E.A. HOURLY RATES - 2.0%**

<b>TITLE</b>	<b>STEP 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>8</b>
WATER TREATMENT PLANT OPERATOR TRAINEE	20.18	20.64	21.07	21.73	22.39	22.91
WATER TREATMENT PLANT OPERATOR TYPE "A" PLANT	25.27	25.99	26.65	27.45	28.17	28.85
FLEET MECHANIC SUPERVISOR	24.29	25.13	25.84	26.56	27.40	28.08
MAINTENANCE HIGHWAY SUPERVISOR	24.29	25.13	25.84	26.56	27.40	28.08
<b>PARKS SUPERVISOR</b>	<b>24.29</b>	<b>25.13</b>	<b>25.84</b>	<b>26.56</b>	<b>27.40</b>	<b>28.08</b>
TRAFFIC & SIGN SUPERVISOR	24.29	25.13	25.84	26.56	27.40	28.08
ROAD MAINTENANCE SUPERVISOR - HIGHWAY	24.29	25.13	25.84	26.56	27.40	28.08
WORK RELIEF PROGRAM CREW SUPERVISOR	24.29	25.13	25.84	26.56	27.40	28.08
WORK RELIEF PROGRAM CREW LEADER	20.18	20.64	21.07	21.73	22.39	22.91

**APPENDIX L  
CSEA UNIT PLACEMENT  
2020 HOURLY RATES - 2%**

**35 HOUR WEEK**

<b>GROUP TITLE</b>	<b>STEP 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>8</b>	<b>99*</b>
2 Serv Aging Specialist	17.63	18.68	19.72	20.76	21.81	22.85	23.54
9 Asst Dir Emerg Serv	28.16	29.68	31.17	32.66	34.15	35.66	
10 Asst SS Atty F/T	30.11	31.60	33.08	34.58	36.08	37.57	38.32

**40 HOUR WEEK**

<b>GROUP TITLE</b>	<b>STEP 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>8</b>	<b>99*</b>
1A Sher Wrk Prog Asst Crw Ldr	14.39	15.29	16.21	17.12	18.04	18.96	
5A Crime Victims Adv	18.93	19.88	20.86	21.85	22.83	23.81	24.58
6A Domestic Viol Coord Food Service Manager	20.99	21.95	22.93	23.90	24.90	25.89	
8A Bldgs & Grds Suprv II Sher Wrk Prg Crew Ldr Maint Sup/Bldgs & Grnds	23.68	24.82	25.94	27.09	28.23	29.36	

**PART-TIME**

<b>GROUP TITLE</b>	<b>STEP 1</b>
F2 Physical Therapy Att. p/t	13.77

**APPENDIX M  
CSEA UNIT PLACEMENT  
2021 HOURLY RATES - 2%**

**35 HOUR WEEK**

<b>GROUP TITLE</b>	<b>STEP 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>8</b>	<b>99*</b>
2 Serv Aging Specialist	17.98	19.05	20.11	21.18	22.25	23.31	24.01
9 Asst Dir Emerg Serv	28.72	30.27	31.79	33.31	34.83	36.37	
10 Asst SS Atty F/T	30.71	32.23	33.74	35.27	36.80	38.32	39.09

**40 HOUR WEEK**

<b>GROUP TITLE</b>	<b>STEP 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>8</b>	<b>99*</b>
1A Sher Wrk Prog Asst Crw Ldr	14.68	15.60	16.53	17.46	18.40	19.34	
5A Crime Victims Adv	19.31	20.28	21.28	22.29	23.29	24.29	25.07
6A Domestic Viol Coord Food Service Manager	21.41	22.39	23.39	24.38	25.40	26.41	
8A Bldgs & Grds Suprv II Sher Wrk Prg Crew Ldr Maint Sup/Bldgs & Grnds	24.15	25.32	26.46	27.63	28.79	29.95	

**PART-TIME**

<b>GROUP TITLE</b>	<b>STEP 1</b>
F2 Physical Therapy Att. p/t	14.05

**APPENDIX N  
CSEA UNIT PLACEMENT  
2022 HOURLY RATES - 2%**

**35 HOUR WEEK**

<b>GROUP TITLE</b>	<b>STEP 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>8</b>	<b>99*</b>
2 Serv Aging Specialist	18.34	19.43	20.51	21.60	22.70	23.78	24.49
9 Asst Dir Emerg Serv	29.29	30.88	32.43	33.98	35.53	37.10	
10 Asst SS Atty F/T	31.32	32.87	34.41	35.98	37.54	39.09	39.87

**40 HOUR WEEK**

<b>GROUP TITLE</b>	<b>STEP 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>8</b>	<b>99*</b>
1A Sher Wrk Prog Asst Crw Ldr	14.97	15.91	16.86	17.81	18.77	19.73	
5A Crime Victims Adv	19.70	20.69	21.71	22.74	23.76	24.78	25.57
6A Domestic Viol Coord Food Service Manager	21.84	22.84	23.86	24.87	25.91	26.94	
8A Bldgs & Grds Suprv II Sher Wrk Prg Crew Ldr Maint Sup/Bldgs & Grnds	24.63	25.83	26.99	28.18	29.37	30.55	

**PART-TIME**

<b>GROUP TITLE</b>	<b>STEP 1</b>
F2 Physical Therapy Att. p/t	14.33

**APPENDIX O  
CSEA UNIT PLACEMENT  
2023 HOURLY RATES - 2%**

**35 HOUR WEEK**

<b>GROUP TITLE</b>	<b>STEP 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>8</b>	<b>99*</b>
2 Serv Aging Specialist	18.71	19.82	20.92	22.03	23.15	24.26	24.98
9 Asst Dir Emerg Serv	29.88	31.50	33.08	34.66	36.24	37.84	
10 Asst SS Atty F/T	31.95	33.53	35.10	36.70	38.29	39.87	40.67

**40 HOUR WEEK**

<b>GROUP TITLE</b>	<b>STEP 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>8</b>	<b>99*</b>
1A Sher Wrk Prog Asst Crw Ldr	15.27	16.23	17.20	18.17	19.15	20.12	
5A Crime Victims Adv	20.09	21.10	22.14	23.19	24.24	25.28	26.08
6A Domestic Viol Coord Food Service Manager	22.28	23.30	24.34	25.37	26.43	27.48	
8A Bldgs & Grds Suprv II Sher Wrk Prg Crew Ldr Maint Sup/Bldgs & Grnds	25.12	26.35	27.53	28.74	29.96	31.16	

**PART-TIME**

<b>GROUP TITLE</b>	<b>STEP 1</b>
F2 Physical Therapy Att. p/t	14.62