

AFSCME - COUNTY OF NIAGARA AGREEMENT

JANUARY 1, 2024 – DECEMBER 31, 2026

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ARTICLE 1 RECOGNITION

Section 1: Recognition

Local Union Number 182 of the American Federation of State, County and Municipal Employees, affiliated with New York Council 66, AFL-CIO, hereinafter referred to as the "Union," is recognized by the County of Niagara, New York, for purposes of collective negotiations, pursuant to the New York Public Employees Fair Employment Law, as the exclusive negotiating agent for all permanent full-time and permanent regular part-time and part-time blue collar employees for wages, hours, and working conditions.

Section 2: Regular Part-time

"Blue-collar employees" shall be defined to mean those titles listed in the Appendix attached hereto and made a part of this Agreement.

"Regular part-time employees" shall be defined as employees working twenty (20) hours or more per week on a regular schedule excluding seasonal and per diem employees. Regular permanent part-time employees shall be entitled to receive the benefits listed below, if they occupy a permanent position as designated by the Niagara County Civil Service Department.

Sick Days: One day per month, equal to the number of hours the employee is scheduled to work on a daily basis, excluding hours that may be worked beyond normally scheduled hours.

Personal Days: One and one-half days per year, equal to the number of hours times one and one-half, the employee normally is scheduled to work on a daily basis, excluding hours that may be worked beyond normally scheduled hours.

Vacation: one week per year after one full year of service, the number of hours based on the average number of hours the employee was scheduled to work on a weekly basis, excluding hours worked beyond the normally scheduled hours.

Compensation: Full coverage.

Holidays: Four (4) hours pay per holiday.

Section 3: Part-time

Part-time employees who work less than twenty (20) hours per week on a regular schedule, shall be entitled to the following benefits only and shall be excluded from all other provisions of this Agreement:

1. Part-time employees shall be subject to the same probationary period as full time employees.
2. Part-time employees, who bid on regular permanent part-time vacancies and who at least meet the minimum requirements for the position, will be selected for the position based

on their part-time County seniority. The Department Head reserves the right to refuse any job applicant based on the applicant's work record, conduct and/or attendance.

3. Part-time employees, who bid on permanent full-time vacancies and who at least meet the minimum requirements of the position, will be selected for the position based on their part-time County seniority. However, if a permanent full-time employee or employees bids for the position, and at least meets the minimum qualifications for the position, they shall be given preference over any such part-time employee. The Department Head reserves the right to refuse any job applicant/bidder based on the applicant's/bidder's work record, conduct and/or attendance.
4. Part-time employee's seniority shall be pro-rated: one year of part-time service equals six months full-time seniority. Part-time seniority shall be used for movement of part-time employees only. In all sections of the contract, under no circumstances will part-time seniority be used to bid against a full-time employee.

In addition, a part-time employee moving from a part-time to a full-time position shall have his/her part-time service pro-rated for all matters requiring the application of seniority including vacation accruals, longevity, and continuous years of service time for health care contribution rate effective 4/26/2015.

5. All part-time employees shall start at the Step 1 hourly rate listed for the job title in the Appendix. Annual increases in salary are not mandatory, but part-time employees shall be entitled to one (1) increment maximum for the position, every two (2) years, provided that the increment is recommended for approval to the County Manager or such other County official provided by law, by the Department Head.
6. Part-time employees shall be subject to Article 11, Section 4b-Layoff and Section 5-Recall.
7. Part-time employees shall be covered by Article 9-Discipline and Discharge.
8. Part-time employees shall be covered by Article 12-Absences and leaves/Section 5-Jury Duty.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1: Authority

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 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 re-classify and to allocate or re-allocate class of positions and to classify or reclassify, and to allocate or re-allocate new or existing positions in accordance with law; and to discipline, or discharge employees in accordance with law and the provisions of this Agreement.

Section 2: Functions

The Union recognizes that all of the functions, rights, powers, responsibilities, and authority of the County in regard to the operation of the County and the direction of its work force which the County has not specifically abridged, deleted, delegated, granted, or modified by this Agreement, are and shall remain exclusively those of the County

ARTICLE 3 NO STRIKE PLEDGE

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.

ARTICLE 4 SUPERSEDURE

Section 1: Rules and Regulations

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

Section 2: Contrary to Law

If any provision of this Agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect. Should such law alter this Agreement, the Union and the County agree to immediately negotiate concerning that item. It is understood that this is not a re-opener and such negotiations are limited to the particular section which is altered.

ARTICLE 5 DURATION OF AGREEMENT

Section 1: Effective Date

This Agreement shall be effective **January 1, 2024 through December 31, 2026. This agreement supersedes the agreement previously ratified September 13, 2022 for the term through 2025.** If, at the expiration of this Agreement no new agreement has been reached, this Agreement shall continue in full force and effect unless stated otherwise herein.

Section 2: Subsequent Agreement

Negotiations for a subsequent agreement shall commence not later than 120 days prior to the expiration date of this Agreement.

ARTICLE 6 UNION DUES

Section 1: Dues Deduction

AFSCME, having been recognized as the exclusive representative of the employees included in the 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 in the bargaining unit who are not members of AFSCME in an amount equal to the annual dues levied by AFSCME for full-time and part-time employees who are members. The fiscal or dispersing officer of the County shall deduct and transmit the amount of monies as determined by the employment status (part-time or full-time) of the employee(s) who are not a member and as established by AFSCME to AFSCME in the same form and manner that the fiscal or dispersing officer is transmitting the dues paid by employees who are members. Dues shall be deducted from the first and second pay of each month.

All job titles listed in the Appendix of the current Agreement shall be included in the Agency Shop provision, with the exception of the Supervisor of Water Maintenance.

Should a dispute arise concerning titles exempted from the Agency Shop provision and should no agreement be reached, the parties agree to submit the dispute to PERB for a final determination.

The Union has established and maintains a procedure providing for the refund to any employee demanding the return of any part of the Agency Shop fee deduction as required by Section 208.3B of the New York State Civil Service Law.

Section 2: Transmission of Funds

The aggregate total of all such deductions, together with a list from whom dues or fees have been deducted, shall be remitted to the designated Financial Officer, New York Council 66, AFSCME, AFL-CIO, 300 Air Park Drive, Suite 100, Rochester, New York 14624, on or before the tenth (10th) of each month and a copy shall be remitted to the Treasurer of Local 182, along with a list indicating the names and addresses of those employees who are not members of AFSCME.

Section 3: Hold Harmless

The Union shall hold harmless the County 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 Union shall not be liable to hold the County and its officers harmless for errors made by any of the County's officials that may arise due to the aforementioned official's negligence. Any such claims, losses or damages shall be the sole responsibility of the County and/or its officials.

ARTICLE 7 UNION SECURITY

Section 1: Representation for Employees

In each County department, employees in that department shall be represented by at least one (1) Steward who shall be a permanent employee. In the absence of the Steward, an alternate may be appointed by the Local President.

Section 2: Union Steward

County departments are listed below and the number of Union Stewards in each is:

Niagara County Dept. of Public Works – Highway Division	two (2) Stewards
Niagara County Dept. of Public Works – Fleet Division	one (1) Steward
Niagara County Dept. of Public Works - Building & Grounds Division	three (3) Stewards
Niagara County Dept. of Public Works - Parks Division	two (2) Stewards
Niagara County Water Department	one (1) Steward
Niagara County Office for the Aging – Kitchen	one (1) Steward
Niagara County Office for the Aging – Non-Kitchen	one (1) Steward
Niagara County Jail	one (1) Steward
Night Shift – At large	one (1) Steward

The Union shall supply the Human Resources Department with a list of Union Stewards on a quarterly basis.

Section 3: Processing of Grievances

The Stewards, with authorization from their immediate superior, during their working hours without loss of time or pay, may investigate and present grievances to the employer, providing such actions do not interfere with the operations of the County department. Only one (1) Steward in a department may engage in such investigation of grievances and the maximum time allowed per grievance be up to two (2) hours, unless more time is needed to reasonably conclude or pursue the matter. The head of those departments referred to in Section 2, above, shall not unreasonably withhold permission to investigate or present a grievance. The Stewards shall not abuse this right to investigate or present a grievance.

Section 4: Union Officers

The Union Officers shall have a total of ten (10) working days for attending union meetings, same to be given without pay and without loss of time or break in service and such attendance shall not be charged against any vacation or leave time. Reasonable notice must be given to each department head of such proposed attendance.

Section 5: Release Time

The employer will grant release time, with pay, for the members of the local union's contract negotiating committee to attend contract negotiation meetings. The negotiating committee will be limited to no more than six (6) members, which will be allowed up to ninety (90) minutes

before the scheduled negotiation meeting and no more than two (2) hours after the meeting, with management, has concluded, for contract negotiation purposes. Under no circumstances will said employees be entitled to overtime.

Section 6: Union Activity

The employer agrees that during working hours, with authorization from the immediate supervisor and such permission shall not be unreasonably withheld, a Union representative, a list of which shall be supplied to Human Resources, in each department or building, shall be allowed a reasonable amount of time, without loss of pay, on the Employer's premises to engage in the following activities when necessary:

- a) Post union notices
- b) Distribute union literature on authorized union bulletin boards
- c) Transmit communication authorized by the local union or its officers to the employer or their representatives
- d) Consult with the Employer, his representatives, local union officers or other union representatives concerning the enforcement of any provision of this agreement

The Union representatives referenced in the Section shall not abuse the use of this time

ARTICLE 8 GRIEVANCE PROCEDURES

It is the purpose of this procedure to afford the parties adequate opportunity to resolve their differences and to secure equitable solutions to grievances at the lowest possible administrative level.

Section 1: Definitions

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

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

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

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

REPRESENTATIVE: An individual employee, Union officer, Steward, or a grievance committee member of the bargaining unit.

IMMEDIATE SUPERVISOR: The supervisor who is responsible for assigning daily work assignments.

DEPARTMENT HEAD: Administrative head of the departmental unit of County government at which the employee is employed.

Section 2: Specific Conditions

- a. Any employee represented by the bargaining unit may present a grievance or grievances in accordance with this Article, provided, however, that the first presentation of the individual grievance must occur within twenty (20) working days of the occurrence of the alleged violation.
- b. Every grievant shall have the right to be represented by a Grievance Committee member, and elected union official, a New York State Council 66 representative, or other representative employed by the union. Management shall NOT require that an employee shall be represented by anyone other than the aforementioned union officials.
- c. The failure of a representative of the department head at any stage to communicate their 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 or the Union to appeal a decision to the next higher stage within the designated time limits shall constitute a withdrawal and shall bar further action by the grievant.
- e. The grievant may withdraw a grievance only with the approval of the Union.
- f. If the Union, on behalf of its collective membership, is the grievant, the grievance procedures will be initiated at the second stage, in writing, containing a brief statement of the grievance and the specific provision(s) of this Agreement alleged to have been violated.
- g. 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.
- h. Time spent in the presentation of a grievance shall not be charged against leave time.

Section 3: Procedural Steps

All grievances or disputes concerning an alleged violation or interpretation of this Agreement shall be settled in the following manner:

- a. STEP ONE: The grievant shall discuss the grievance, in good faith, with the immediate supervisor, in the presence of a Union representative. Such discussion will include the requested correction of the grievance and the solution of the grievance, if any, offered by the immediate supervisor.
- b. STEP TWO: If the discussion at Step ONE does not result in a settlement to the satisfaction of the grievant, then within ten (10) working days after the Step ONE

discussion, the grievance shall be reduced to writing, listing the contract provision in dispute, the nature of the grievance, and the requested settlement of the grievance. Such written grievance will be submitted to the department head of the unit involved and the department head shall answer such grievance, in writing, within ten (10) working days after receiving the written grievance.

- c. STEP THREE: If the written response at Step TWO is not agreeable to the Union or the County, the grievance will be submitted to the Director of Human Resources or his designee, who shall schedule a hearing to discuss the grievance. Such hearing will be scheduled within ten (10) working days following receipt of the grievance and shall be attended by the grievant and their representative(s). The Human Resources Director, or his designee shall render a written decision within ten (10) working days following the conclusion of the hearing.
- d. STEP FOUR: In the event the Union does not accept, in whole or in part, the decision of the Director of Human Resources or his designee, as outlined in Step Three regarding the terms of this Agreement, the Union may appeal to binding arbitration within fifteen (15) days of the receipt of the Step Three decision. The arbitrator shall consider only the disputed issues submitted to him/her by separate statements executed by the parties, and the arbitrator shall have no power to add to, subtract from, modify or amend any of the provisions of this Agreement, or to issue any award limiting or interfering with the operation of any applicable 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 either the New York State Mediation Service or the Public Employment Relations Board. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact and conclusion and shall constitute an order which shall be final and binding on all the parties. When the Union is a party to or a representative of or counsel to the grievant, the cost of the services of the arbitrator shall be borne equally by the Union and the County.
- e. Nothing in this grievance procedure shall prohibit the Director of Human Resources and the Union from meeting informally and directly to resolve a grievance rather than following the grievance procedure outlined above, but only if both sides agree to so meet.

Section 4: Labor Management Meeting

Any agreement made during any Labor-Management meeting will be put in writing and signed by the authorized representatives of either party, whenever requested by either party.

ARTICLE 9 DISCIPLINE AND DISCHARGE

PROCEDURE

Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure, including the arbitration step, if necessary. This procedure shall be exclusive, and the procedure and remedies herein provided shall apply in lieu of all other procedures and remedies, including sections 75 and 76 of the Civil Service Law which shall not apply to employees.

When any action or measure is imposed upon or is pending against an employee, then the employer shall notify the employee, the Union Steward, and the Union President in writing, of the specific reasons for such disciplinary action being imposed and the proposed penalty. The written notification shall contain a detailed description of the charges, which shall include dates, times, and places. The written notification shall indicate that one (1) copy has been sent to the appropriate Union Steward, and one (1) copy to the Union President. Notification to the Union shall be done within twenty-four (24) hours of notice given to the employee.

Section 1: Exercise of Rights

- a. Disciplinary action or measures shall include only the following. Such action shall follow the order listed, unless conditions showing just cause warrant a departure from the order listed.

Oral reprimand*
Written reprimand
Suspension
Discharge

1. *Oral reprimands shall not be advanced to the arbitration step.
2. The employee shall be required to sign the notice of discipline. Such signature shall only indicate that the employee received the notice and not that the employee agrees with its contents and allegations.
3. A copy of the notice of discipline will be placed in the employee's personnel file in the County's Human Resources Department.
4. Each of the following constitutes possible cause for disciplinary action:

Fraud in securing employment
Incompetence
Insubordination
Dishonesty
Drunkenness on duty
Unlawful use of drugs or narcotics on duty
Absence without official permission
Conviction of a felony or misdemeanor involving moral turpitude
Immorality on the job
Flagrant misuse of County property

This list is illustrative only and is not all inclusive.

5. The disciplined employee upon request will be allowed to discuss the discipline or discharge with their Steward or other authorized representative of the Union, and the County will make available an area where they may do so before they are required to leave the premises.

6. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public; however, the employee shall have a right to be represented by the Union Steward upon request.
7. Any reprimand that is more than two (2) years old will not be used against an employee, however, such reprimand may be referred to indicating that a pattern or history of discipline exists.
8. Counseling memorandums will be placed in the employees' personnel file.

Section 2: Private Hearings

Upon application by the Union, an arbitrator in a discipline case shall have the authority to direct that the arbitration shall be held in private.

Section 3: Reinstatement

Any employee found to be unjustly suspended or discharged, or whose penalty is reduced, shall be reinstated and compensated for all lost time and restoration of all other rights and conditions of employment in accordance with the determination made by the arbitrator.

ARTICLE 10 SENIORITY

Section 1: Definition

Seniority means an employee's length of continuous service with the County since their last date of hire.

The seniority list on the date of this Agreement will show the names, addresses, job titles, and the date of hire of all employees in the unit entitled to seniority.

The Human Resources Department shall provide the local Union Secretary with a current listing of all AFSCME unit employees not later than June 30 and December 31 of each year, which shall include names, home addresses, department numbers, and position titles.

An employee's continuous service record shall be broken by resignation, discharge for just cause and retirement. However, if an employee is rehired within one (1) year in the AFSCME unit, their continuous service shall not be broken.

Section 2: Probationary Period

All competitive, non-competitive, and labor class employees hired or promoted shall be considered as probationary employees for the first twenty-six (26) weeks of their initial employment or promotion, except in the event the probationary period is extended pursuant to Civil Service Law or Niagara County Civil Service Rules, for a period of fifty-two (52) weeks. If the probationary period is to be extended beyond twenty-six (26) weeks, the employee and the Union must be notified in writing.

When an employee successfully completes their probationary period and retains their employment, the employee's name will be added to the Union seniority list, retroactive to the employee's original date of hire.

ARTICLE 11 WORK FORCE CHANGES

Section 1: Job Posting

The following definitions apply for this Article:

PROMOTION: Moving into a different job at a higher hourly rate.

TRANSFER: moving into a job with the same title in a different work location.

DEMOTION: moving into any job with a lower hourly rate.

- a. Whenever a promotional opportunity or a job opening occurs in other than a temporary situation in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on the department's bulletin board, stating the job classification, rate of pay, and nature of the job requirements in order to qualify. Such posting shall be for a period of ten (10) working days.

Such notices shall be prepared by the department head and it shall be the responsibility of the department head to post such vacancy on the bulletin board in his department. It shall also be the responsibility of the department head to send a copy of such posting to the Human Resources Department.

The Human Resources Department will promptly send a copy of all job postings, including promotional opportunities outside the department to all stewards as identified by the current Union Steward list. The Employer will post the name of the individual who was appointed to the position. Such posting shall include the individual's name, former department, and seniority date, if available.

- b. In case of a competitive position, within the bargaining unit, permanent appointment may be made in accordance with Civil Service Rules and Laws, except that should no list of eligible applicants be in existence, then a provisional appointment may be made in accordance with Civil Service Rules.
- c. Civil Service will make available to the Union Secretary a copy of the Report of Personnel Change (RPC) filed for each new hire covered by this Agreement.

Section 2: Shift Preference

Shift preference will be granted on the basis of seniority within the same classification where a vacancy exists.

Section 3: Transfers

- a. Employees, where qualified within the department, desiring to be transferred to other jobs within the department, shall be permitted to do so provided a vacancy exists, on the basis of departmental seniority and provided the employee gives written notice within the posting period of his desire to be transferred into the vacant position. The County retains the right to decide whether vacancies are to be filled.
- b. Whenever a vacancy exists and is posted in another department, employees in the same job title, in another department, may bid for transfer to such position in the other department. Should more than one employee bid for transfer, seniority shall be the basis for the selection. Should the receiving department head refuse the transfer based on an employee's work record, the employee shall be so informed in writing of the refusal, including the reasons for the refusal. It is understood that this selection cannot adversely affect a promotional opportunity of another employee in the bargaining unit.

Section 4: Layoff

- a. In the event the County plans to layoff employees for any reason, the County shall meet with the Union to review such anticipated layoff at least thirty (30) days prior to the date such action is to be taken and the employee to be laid off will have at least fourteen (14) calendar days notice of layoff. In the event of legislative action, and in the event this notice period cannot be met, the Union will be notified of said layoffs within ten (10) days, and the employee shall be notified as soon thereafter as possible.
- b. When such action takes place it shall be accomplished in the following order among employees with the same title holding positions in the department wherein such reduction occurs:
 - 1. Seasonal Employees,
 - 2. Temporary Employees,
 - 3. Probationary Employees,
 - 4. Part time employees (less than 20 hours).
 - 5. Permanent part-time employees (20 hours or more) in reverse order,
 - 6. Permanent full-time employees in reverse order.
- c. However, if an employee's position is in the competitive class, suspension and demotion shall be in accordance with Sections 80, 81 and 85 (7) of the Civil Service Rules and Laws.
- d. The County shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are issued to the employees.
- e. When a non-competitive or labor jurisdictional class employee is laid off due to a reduction in the work force, they shall be notified of and permitted to exercise their seniority right to bump, or replace an employee with less seniority. If there is no employee with less seniority in a position equal to their position that they would qualify for within their department, such employee may, if they so desire, bump an employee in

an equal or lower job title provided the bumping employee is qualified for the position and has greater seniority than the employee whom they bumped.

- f. The offer of employment to any laid off permanent full-time or part-time employee of any other employment with the County, i.e. seasonal, temporary or part-time (less than 20 hours), will not be considered a waiver of the employee's recall rights.

Section 5: Recall

Recall in each job title shall be in the inverse order of layoff in that job title and in equal and/or lower titles. Recall of competitive class employees will be according to law.

Employees in the labor or non-competitive class will maintain recall rights for four (4) calendar years.

Officers and Stewards, as contained in the most current list on file in the Human Resources Department, will have super-seniority for the purpose of layoff or recall. This applies to non-competitive or labor class positions only.

Section 6: Job Openings/Vacancies

The Employer, when filling a job opening or vacancy from among non-competitive and labor class employees, shall select an employee based on qualification and work record who meets the standards of the job requirements. If there is more than one (1) employee who is qualified for the job, and where the work record is equal among the employees under consideration, then such position will be filled with the employee with the greatest seniority. Nothing in this section shall prevent the hiring of an external hire if that individual exceeds the qualifications and experience level of internal candidates upon the conclusion of the required ten (10) working day posting period. A job is not open or vacant if it is encumbered by a bargaining unit member.

Section 7: Job Assignment

Daily job assignments shall be made by the employer based on qualification and skill level in order to efficiently meet the operational requirements of the department, job assignments shall not be made for disciplinary or punitive purposes. If qualification and skill level are equal, the assignment will be given to the employee with the greatest seniority. Overtime assignments shall be made in accordance with Article 17, Section 18 and the parties' Memorandum of Agreement relative to call outs necessitated by winter weather conditions. This section shall not apply to the position of Truck Driver other than assignment to Bucket Truck duties.

Section 8: Consolidation or Elimination of Job

- a. Any employee displaced by the elimination of their job through consolidation, installment of new equipment or machinery, the closing or replacement of existing facilities shall be permitted to transfer to any existing or additional vacancies in their same job classification in any department covered by this Agreement.

- b. Any employee requesting such transfer because of the elimination of their job, shall be transferred as provided for in subparagraph “a” above on the basis of seniority and such request shall take precedence over any other requests for transfer.
- c. Consolidation of jobs is defined by having no layoff impact. If layoff does result, then the layoff provision shall prevail.

Section 9: Committee Minutes

Copies of the minutes of all of the Legislature’s standing committees will be supplied electronically whenever possible to the Union President as soon as practical following their approval.

Section 10: Temporary Positions

When a position becomes vacant on a temporary basis, department employees in lower paid positions will be canvassed by posting the position for five (5) days, and will be considered for said opening where qualified, based on work record. If there is more than one (1) employee who is qualified for the job, and where the work record is equal among the employees under consideration, then such position will be filled with the employee with the greatest seniority. The department head reserves the right to refuse the applicant based on their work record, conduct and attendance. Further back fills may be made at the discretion of the department head.

Section 11: Civil Service Notification:

The Human Resources Department shall, at least ten days prior, notify the local Union of any upcoming changes in job specifications covered under this agreement. The Union will be provided an opportunity for input prior to the final decision being made on any changes.

ARTICLE 12 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.

Section 1: Sick Leave - Generally

- a. Unless stated otherwise in this Agreement, eligible employees shall earn sick leave credit at the rate of one (1) working day per month in service which shall be cumulative up to a maximum of 195 days (1170 hours for employees who work a 30 hour work week or 1560 hours, for employees who work a 40 hour work week as applicable). After this maximum is reached, no more sick leave credits may be earned except to the extent of restoring credits subsequently drawn for sick leave, thereby building up accrual again to the 195 day (1170 or 1560 hours as stated above) maximum.
- b. Effective 1/1/2023 employees hired or rehired after 11/16/2010 shall earn sick leave credit at the rate of one (1) day per month worked up to eight (8) days per calendar year (up to the allowable maximum noted above).

- c. Calculations of sick leave shall be based on a year beginning January 1st.
- d. Sick leave credits shall not be earned while an employee is on a leave of absence without pay in excess of five (5) work days per calendar month **or** under disciplinary suspension involving the loss of work time in excess of five (5) work days per calendar month.
- e. 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.
- f. For absence due to the use of sick leave, and for such to be charged against accumulated sick leave, it must be reported by the employee no later than the start of the employee’s shift on the first work day of such absence and subsequent days absent if authorized.
- g. Sick leave as provided for in this Section may be used by an employee in instances 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 his/her position.
- h. Sick leave may also be used by an employee in instances of sickness in the employee’s immediate family. “Immediate family” as used in this subparagraph shall be defined as the employee’s spouse, child, step-child, children, or a parent residing in the same household as the employee. The department head may request a physician's statement of illness from an employee if family illness causes an absence of the employee in excess of two (2) consecutive work days. An employee supplying an acceptable statement from such medical professional for such sick leave absence shall not have those covered days counted for disciplinary purposes.
- i. Employees may use sick leave in one (1) hour increments for medical and dental visits or to leave work because of legitimate personal or family illness.
- j. The Employer has the right in any instance to request a statement from a medical doctor for any employee being absent on personal sick leave which exceeds three (3) consecutive days. An employee supplying an acceptable statement from such medical professional for such sick leave absence shall not have those covered days counted for disciplinary purposes.
- k. If Niagara County suspects abuse of sick leave, the department head or designee may request an employee to provide a doctor’s note for every single absence for a period of one (1) year.
- l. If any evidence of sick leave abuse exists under this Section, the employee's immediate supervisor or department head shall hold a meeting with the employee to try and resolve the situation prior to any disciplinary action being taken under Article 9. The immediate supervisor or department head shall allow a Union representative to be present at this meeting if requested by the affected employee.
- m. Leave, not exceeding twelve (12) months without pay, may be granted in the case of employees who have served continuously for at least one (1) year in the County service. No sick leave without pay in excess of twelve (12) months shall be granted unless the

department head has obtained prior approval for such an extension from the Niagara County Personnel Officer.

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

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 October 1, 2022 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 15, 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: Leave for Death in Family

A leave with pay shall be granted to an employee who is absent from duty because of the death of a member of their immediate family. Immediate family shall be defined, for purposes of this section as: spouse, mother, father, sister, brother, children, grandparents, lawful spouse's grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, father-in-law, mother-in-law and any person occupying the position of a parent of the employee or the employee's lawful spouse. The employee may be required to provide documentation (ie. death notice) to substantiate the request for Leave for Death in Family.

The Leave for Death in Family shall be granted 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-country, delayed funeral arrangements, delayed travel arrangements, or other individual documented needs), the three (3) days may be rescheduled by the County Human Resources Department to meet the documented individual and reasonable needs of the employee for this leave. To be eligible for bereavement leave under this Section, the employee must attend the funeral / memorial service and provide documentation (ie. death notice) upon request.

The employee whose regularly scheduled work week includes Saturday and Sunday shall be granted one (1) additional day if needed to attend the funeral if such funeral is scheduled for Monday. If the death occurs after the employee has reported to work, that day will not be counted as part of the three (3) days, but the employee may leave work. The time away from work on that day may be compensated by available sick time or personal time and will not be counted as one of the three (3) days. Any such time missed will not be compensated if the employee has no sick time or personal time accruals. 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.

Part-time and Regular Part-time employees are eligible for one (1) bereavement day with compensation to attend the funeral of their immediate family member as defined under this section.

Section 4: 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 their case and while their disability renders them unable to perform the duties of their 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 the employee has been awarded compensation by the Worker's Compensation Board for the period of their leave with pay, such compensation award for loss of time for such period shall be credited to the County. Upon their return to active duty, such employee shall be recredited with that proportion of earned credits consumed during the period of their absence, which the amount of their 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 they received during the period that sick leave and other time credits were consumed.

The County shall provide Workers' Compensation Insurance for its employees.

Section 5: Jury Duty

Full-time employees shall be paid their regular rate of pay from Niagara County for all time required to attend jury duty.

Part-time and Regular part-time employees shall be granted leave for jury duty in accordance with the law. Proof of jury duty may be required. The obligation of the employer to pay only applies if the juror is serving jury duty on a scheduled work day. If not, the state pays the daily fee of \$40.

- a. Employees who serve on jury duty on a given day will be excused with pay from their regular work shift as follows:
 - 1. Second shift employees will be excused with pay for each second shift immediately following the day served on jury duty.
 - 2. Third shift employees will be excused with pay for each third shift immediately preceding the day to be served on jury duty.

Notification must be given in advance to the employee's immediate supervisor. If the employee is excused from jury duty prior to 12:00pm (noon), the employee must report to his/her next regularly scheduled shift. (All monies received for jury duty must be returned to the Treasurer's Office if the employee is being paid by the County.)

The provisions of this Section shall not apply to employees who volunteer for jury duty.

- b. Department Heads shall grant leave of absence with pay to any employee who is subpoenaed or ordered by the Court to appear as a witness, providing the employee is not a litigant in the Court action.

Section 6: Leave for Time Off for Study or Other Educational Purposes

Full time leave for study or examinations without pay, part pay, or full pay may be granted in special cases and is determined on the individual factors affecting the request. Approval shall be within the discretion of the department head and the County Manager. Employees may be granted two (2) hours off per week to attend school under the following conditions:

- a. The course must be directly related to the work of the department and increase the usefulness of the employee to the department.
- b. It must be a course that is not available during after-work hours.
- c. The work of the department makes it possible for the employee to be spared for that amount of time.

- d. It must be a course offered by a recognized college, university or school or New York State accredited and recognized trade school.

Section 7: Maternity Leave

Maternity leave shall be covered under the sick leave provisions.

Section 8: 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.

Any provision in this Agreement that provides any greater right or benefit than that required by federal or state law shall remain in full force and effect.

Section 9: Leave for Service in Exempt, Non-Competitive Class or Unclassified Service

A County Officer or 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 County Personnel Officer, be renewed for such person to return to their position in the competitive class between successive leaves, provided however, that no such leave of absence without pay shall extend beyond four (4) years from the date such officer or employee left their competitive class position. Any employee who leaves the County service without an approved leave of absence loses all service and seniority rights. All leaves of absence and subsequent reinstatement shall be governed by the rules adopted from time to time by the Niagara County Civil Service.

Section 10: Leaves for Other Reasons

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

Section 11: Personal Leave Days

An employee shall be entitled to receive three (3) days for personal leave days subject to the following conditions:

- a. A written request, shall be made to the department head at three (3) days prior to the day of leave, except in cases of emergency.
- b. The personal leave day shall not apply on the day before or the day after a holiday, except when authorized by the department head and/or Human Resources Director.

- c. The personal leave day may not be used in conjunction with a vacation except when authorized by the department head and/or Human Resources Director.
- d. An employee is not eligible for personal leave days until ninety (90) days after their original date of hire.
- e. Any personal leave day not used in a calendar year shall be added to the employee's accumulated sick leave credits.

Section 12: Employees Retiring

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

Section 13: Emergency Closing

- In the event of the 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. "Responsible County officials" are deemed to be 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 the one (1) full days wages for the first day of an emergency closing. In the event that an emergency closing extends longer than one work day, then employees who are instructed not to report to work, shall be entitled to use accrued benefit time or comp time in lieu of the unpaid status time. If an employee does not have accrued time, employee will not be paid for days not worked, but neither shall said employee be otherwise penalized.
- Employees who are not instructed not to report to work, or who are not sent home, shall receive their regular pay and benefits.
- Employees assigned to the Sewer District, Water District, Department of Public Works, and Emergency Services, including the Sheriff's Office are deemed essential personnel and must report to work even during an emergency unless explicitly excused.

Section 14: Civil Service Examinations

Employees shall be allowed time, with pay, to take promotional examinations given by Niagara County Civil Service for positions within Niagara County Service.

ARTICLE 13 WORKING HOURS

Section 1: Regular Hours

The regular hours of work each day shall be consecutive unless otherwise specified in this Agreement. Any bargaining unit member, who on **December 5, 2023**, enjoyed a paid twenty (20) minute lunch break, shall continue to receive the benefit of such so long as said incumbent remains in his/her then current job title in his/her same Department. The benefit shall also continue for Department of Public Works employees in the Highway Division when working the third shift during the winter months. Any bargaining unit member who, at the date of ratification of this Agreement by both parties does not enjoy such benefit, shall be ineligible to receive such. No bargaining unit member hired after the date of ratification of this Agreement shall be eligible to receive such benefit regardless of the job title hired into. Notwithstanding the foregoing, any then current bargaining unit member who receives the benefit herein and is subsequently appointed to any position in the same Department, which is currently staffed by a person who receives a paid lunch, shall continue to receive the benefit of a paid twenty (20) minute lunch, as long as the person remains in such position. Attached to this Agreement is an Appendix setting forth, a list of the job titles and the number of bargaining unit members that currently receive such benefit.

Section 2: Work Week

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.

Section 3: Work Week (SATURDAY, SUNDAY, HOLIDAY)

A regular employee's work week which necessarily includes Saturday, Sunday, and holidays, shall not be covered under the above paragraph. For those employees, the first day off shall be considered as their Saturday and second day off shall be considered as their 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 be paid at the rate of time and one-half (1 1/2) their regular rate of pay and said employee shall also receive one (1) compensatory day off.

Section 4: Needs of Departments

All regular full-time and regular part-time employees within a department shall work the hours and shifts as assigned by the department head in accordance with the needs and requirements of the department.

The scheduling of work is management's responsibility and schedules may be changed or altered depending upon the operational requirements of each department.

Section 5: Work Schedules

Work Schedules showing the employee's shifts, work days and hours shall be posted on each department's bulletin boards.

Section 6: Advance Notice

Reasonable advance notice shall be given for changes in work schedules, except for emergency situations. Any disagreement of what constitutes reasonable notice or emergency situations shall be subject to the grievance procedure.

Section 7: Call In

In the event an employee is called in for emergency duty outside of their regular work schedule, they shall be paid for a minimum of four (4) hours at the rate of time and one-half.

Section 8: 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 six (6) hour day shall be entitled to one (1) fifteen (15) minute break per day which shall include smoking time.

Employees working a seven (7) hour day shall be entitled to one (1) fifteen (15) minute break, which shall include smoking time, during the first three and one-half (3 ½) hours of their shift and one (1) fifteen (15) minute break, which shall include smoking time, during the second three and one-half (3 ½) 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, which shall include smoking time, per day.

ARTICLE 14 HOLIDAYS

The following are legal holidays for members of the Unit. If any of the following holidays fall on a Sunday, the next day thereafter shall be observed. If any of the following holidays falls on a Saturday, it shall be observed the previous day.

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

ARTICLE 15 VACATION

Employees will be granted annual vacation with pay per the following schedule. Continuous service per Article 10 is necessary.

- a. On January 1, new employees who have not completed one full year of service will be credited with one (1) day vacation for each month worked in the previous year up to a maximum of ten (10) days vacation.
- b. After meeting the requirements of "a" above, each succeeding January 1, the employee will receive ten (10) working days of vacation.
- c. Fifteen (15) working days after completion of five (5) years of service.
- d. Seventeen (17) working days after completion of eight (8) years of service.
- e. Twenty (20) working days after completion of fourteen (14) years of service.
- f. Twenty five (25) vacation days after completion of twenty five (25) years of service.

The benefit set forth in "c" "d" "e" and "f" will be credited to the employee on the employee's anniversary date.

Section 1: Vacation Schedule

Vacation periods shall be taken each year and shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given their choice of vacation period.

Vacation calendars will be posted conspicuously in all departments on January 1 of each year for employees to designate their vacation time. Applications will be received from January 1st - March 31st. Results (approved/disapproved) will be posted by April 10 of each year. After March 31, employees requesting a special time for vacation will be considered on a first-come basis only.

Vacations must be taken in the calendar year in which they are due. Vacation time will not be cumulative. Exceptions to this must be approved by the department head and the County Manager or such other County official provided by law, which approval will not be unreasonably withheld. Vacation days carried over on approval will be deducted first from vacation accrual when used and will be paid at the rate of pay in effect the prior year, when the vacation was to have been taken.

As far as practicable, vacation credits shall be used prior to a transfer. The department of the County to which an employee is transferred shall credit the employee with all unused accumulated vacation credits not used prior to transfer.

Vacation credits shall not be earned while an employee is on a leave of absence without pay in excess of five (5) work days per calendar month **or** under disciplinary suspension involving the loss of work time in excess of five (5) work days per calendar month.

Upon separation from the County service for any reason, any unused vacation credits shall be paid for at the employee's current rate of pay.

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 service, and not to exceed eighteen (18) days for an employee with over ten (10) years service. This does not apply to an employee with less than one (1) year service nor an employee discharged. An employee discharged for cause shall receive no vacation credit for the year in which the discharge takes place, but they shall be entitled to vacation credit earned the previous year and not yet taken.

Section 2: Holiday During Vacation

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period, if they so desire, may be extended one (1) additional day.

Section 3: Work During Vacation

Should any employee be called in during their vacation, they will not be required to report. If such employee elects to terminate their vacation and return to work, they will be credited with the vacation time remaining on their scheduled vacation record, beginning with the time they return to work.

Section 4: Vacation Buy Back

On December 1 of each and every year, an employee may opt to sell back five (5) unused but accrued vacation days back to the County. Said option must be exercised, in writing, by the employee and said payment will be made to the employee within twenty (20) days. Vacation days will only be sold back in full day increments and at the regular, straight time rate of pay.

ARTICLE 16 USE OF COUNTY FACILITIES

Section 1: Bulletin Boards

The County shall provide the use of bulletin board space for the use of the Union for the conduct of its proper business. **EXAMPLE:** communication with its members and general notification pertaining to Union business.

Section 2: Recreational or Social Purposes

The Union shall not use County facilities for recreational or social purposes.

Section 3: Personal Use

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

ARTICLE 17 COMPENSATION PLAN

Section 1: Compensation

Effective January 1, 2024 the 2023 wage schedule for all AFSCME positions will be increased by \$1.50 per hour.

All active employees will be eligible for the following general wage increases on January 1st of the following years:

2024 – 2.75% general wage increase

2025 – 2.75% general wage increase

2026 – 2.5% general wage increase

All bargaining unit members shall participate in direct deposit.

Section 2: Promotions

When an employee is appointed to a higher pay grade the employee shall be placed in Step One (1) of the new pay grade. If Step One (1) of the new pay grade does not provide a minimum increase in the hourly rate of seventeen cents (.17) per hour, the employee shall be placed in the step in the pay grade which does provide for an hourly rate increase of at least seventeen cents (.17) per hour.

Advancement in County service shall be by promotional examination or such other regulations as Niagara County Civil Service shall prescribe.

Section 3: New Positions

All new positions created must be approved and salaries set by the County Manager with the approval of the Legislature.

The County will reserve the right to fill vacant positions with experienced and qualified candidates at up to Step 3 if it deems necessary through 12/31/2026. The parties will revisit this practice of starting new hires at Step 3 when the County deems necessary by 12/31/2026, and if the parties do not agree to continue with this practice beyond this date, this practice will sunset on 12/31/2026. The AFSCME Union will be informed of such actions in advance of a new employee starting at Step 3 and may inspect the candidate's qualifications.

Section 4: Step Eight (8)

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

Section 5: Annual Increase

Annual increases in salary are not mandatory, but each employee shall be entitled to one (1) increment maximum for the position provided that the increment is recommended for approval by the County Legislature by the Department Head. Employees appointed prior to the July 1 shall be eligible to receive an increment on the following January 1. 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 1 of any year, is eligible to be given consideration for an increment increase in salary as of January 1 of the following year.

Section 6: Longevity

Commencing January 1, 1996, all employees who have had nine (9) years (468 weeks) of service, not including leaves of absence without pay by the County, shall be granted an increase of \$175 over and above their yearly pay. All employees who have had thirteen (13) years (676 weeks) of service, not including leaves of absence without pay by the County, shall be granted an increase of \$275 over and above their yearly pay. All employees who have had nineteen (19) years (988 weeks) of service, not including leaves of absence without pay by the County, shall be granted an increase of \$325 over and above their yearly pay. All employees who have had twenty-four (24) years (1,248 weeks) of service, not including leaves of absence without pay by the County, shall be granted an increase of \$325 over and above their yearly pay. Said increase is to take effect on the anniversary date of completion of such nine, thirteen, nineteen, or twenty-four years, respectively. The above payments will result in a total longevity increase of \$1,100 at the end of twenty-four (24) years.

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. The increments herein shall not be considered as part of the base pay of the employee.

All longevity is earned and paid on a pro-rated basis over twenty-six (26) pay periods during any particular calendar year.

Section 7: Permanent Position

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

Section 8: Transfers

There shall be no immediate change in the salary rate of an employee who is transferred unless their salary is below the approved minimum of the new position. If an employee is transferred to a position in a class having a higher salary than the class from which they were transferred, such change shall be deemed a promotion and the previous provisions governing promotions shall apply. If an employee is transferred to a position in a class, the salary range of which has a maximum that is lower than the minimum of the class from which the employee was transferred, such change shall be deemed a demotion and the provisions governing demotions shall apply.

Section 9: Demotions

When an employee is demoted to a lower class position, they shall be paid at the rate which is within the approved range for the lower class position. The rate of pay shall be set by the County Manager.

Section 10: Allocation Downward

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

Section 11: Reinstated Employees

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

Section 12: Civil Service Law and Rules

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

Section 13: Compensation

Compensation shall be at the rate of time and one-half (1-1/2) the hourly rate over eight (8) hours per day or over forty (40) hours per week.

- a. Employees whose supervisor requires them to work during an emergency situation and prohibits the employee from leaving the work site shall be paid as follows:

If an employee works their regular eight (8) hour shift and works a second consecutive eight (8) hour shift, the employee shall be paid time and one half for all hours worked over eight (8) hours. If the employee works sixteen (16) consecutive hours and remains for a third consecutive shift, the employee shall be paid at double time for all hours worked over sixteen (16) hours. If the employee works twenty-four (24) consecutive hours, the employee shall be granted an unpaid rest period.

Section 14: Work on Holiday

Should an employee be required to work a holiday or on the day which the holiday is celebrated the employee shall receive:

- a. Time and one half the hourly rate plus one (1) compensatory day (or H day).
OR
- b. Double time and one half the hourly rate and no compensatory day (or H day).
- c. The employee shall notify the supervisor in writing which option they desire prior to working the holiday.
- d. If an employee works both the actual holiday and the day on which the holiday is celebrated, the employee shall only be paid for one (1) of those days as addressed above.

Section 15: Double Shift

Employees who work a double shift on a holiday will receive double time and one-half their hourly rate for the double shift.

No employee's regular work schedule will be changed to avoid the payment of overtime.

Section 16: Shift Differential

Employees who are regularly scheduled to work a shift commencing after the normal shift as defined in this Agreement and who begin work after 9:00 A.M., will receive an additional forty cents (\$.40) per hour for all hours worked after 3:00 P.M. or fifty cents (\$.50) per hour after 11:00 P.M., respectively.

Such shift bonus will be applied to all absences from the employee's regularly assigned shift except for extended periods of absence extending beyond twenty (20) consecutive working days of absence; each consecutive work day will be paid at the regular rate of pay for the first shift position.

Section 17: Working Higher Position

An employee requested by the Department Head or a supervisor to work in a job or position in a higher job group or job class. If the employee is required to perform the duties of that higher classification for more than a total of five (5) complete days, or the equivalent number of hours (ie. thirty (30) hours for a six (6) hour per day employee or forty (40) hours for an eight (8) hour per day employee, in any calendar year, then, beginning on the sixth (6th) day or the hourly equivalent thereof and thereafter, the employee shall receive the higher rate of pay for all hours worked. The department will keep a record of such work, which shall be open to inspection by employees.

Employees who have been previously certified to a position shall not be required to be re-certified each following year. Future certification will not be required recertification except where required by law.

If an employee is temporarily appointed to any of the following job classifications, the employee so appointed shall receive the minimum hourly rate of pay for that classification (Step 1) or shall be paid at the appropriate hourly rate (Step) which provides a minimum rate increase of at least thirty cents (\$.30) per hour.

Buildings & Grounds Supervisor

Cleaning Services Supervisor

Groundskeeper II

Groundskeeper III

Highway Operations Supervisor

Parks Supervisor

Road Maintenance Supervisor

Traffic and Sign Supervisor

Section 18: Overtime

Overtime work during the calendar year shall be distributed as equally as possible among qualified employees within a department. The distribution of overtime shall be equalized as is reasonably possible over each one (1) month period beginning on the first calendar month following the effective date of this Agreement. In the County Highway Division, the equalization will be reset on November 1st each year.

- a. On each occasion when overtime is necessary, the opportunity to work such overtime shall be offered to the qualified employee within a division who has the least number of overtime hours to their credit at that time. Should the employee refuse the assignment, the qualified employee with the next fewest number of overtime hours to their credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for overtime work. If an employee refuses overtime when asked, they shall be credited with the hours actually worked followed by the notation "R" or "REFUSED" provided they are not on vacation, sick leave or any excusable leave. Employees coming into a department by virtue of transfer, bid or new position shall be placed at the end of the overtime list and credited with the maximum number of overtime hours worked by the division.

In the event a telephone call for overtime is made and the call is answered by any type of phone answering machine or device, and no return call is made within ten (10) minutes, such shall be considered a refusal of such overtime work. In such event, the caller shall leave a detailed message stating the purpose of the call, the identity of the caller, the date and time called, and a reminder that the employee has ten (10) minutes to return the call.

- b. A record of overtime hours worked by such employees shall be posted every month (Highway every week).
- c. For the purpose of this Article, a division should be defined as a unit within the department in which the employee is normally assigned.
- d. If upon the complaint of an employee, it is determined that there has been a misassignment or an error in the distribution of overtime opportunities, such employee shall be assigned the next overtime opportunity in his classification, department and shift.

- e. It is understood that nothing in this Section shall require payment for overtime hours not worked.
- f. Overtime for Snow and Ice Removal and Emergency Situations: Employees in Highway and Fleet Divisions are responsible for salting, plowing, snow removal operations, vehicle repairs, and the performing of any and all work that is necessary for the smooth and efficient operation of the Niagara County Department of Public Works Department (DPW). During winter operations, this work includes the performance of work during non-scheduled work hours. Employees are expected to respond to weather related call-ins on a regular basis to maintain staff readiness and to ensure that critical operational needs are met.

It is the responsibility of every employee whose job duties include salting, plowing, or snow removal to provide the supervisor of DPW with a telephone number through which the employee can be reached in the event such work must be performed during non-scheduled work hours.

The supervisor will be responsible to call the number provided by the employee and maintain record of calls made and ensuring that records are maintained of overtime hours worked and posted each week.

Employees with more than 40% refusal "R" to call-ins in the prior twelve (12) months shall not be permitted to sell back vacation time pursuant to Article 15, Section 4: Vacation Buy Back, and/or may also be subject to progressive discipline.

Section 19: Pay Bi-weekly

The salary and wages of employees shall be paid bi-weekly on Friday. In the event this day is a holiday, every effort will be made to make the preceding day the pay day.

Every effort will be made to pay the second and third shift personnel on the day previous to the first shift personnel.

All new employees hired after 11/16/2010 shall be required to sign up for and maintain their participation in the direct deposit of their bi-weekly paycheck. All employees so required to participate shall provide the payroll department with the necessary documentation for such.

Section 20: Pay Lag

It is the policy of Niagara County to hold back five (5) days pay (lag). The five (5) day pay held back for all employees will be paid at the time of separation from County service.

Section 21: Pager Pay

Those employees at the Water District who are required to carry paging devices during their off duty hours shall receive the following amounts per hour of said assigned time. Any hours worked for a callout by the employee on call will be subtracted from the hours paid for carrying the pager.

Water District Maintenance - \$2.00

Section 22: Bucket Truck Premium

All employees will receive an additional \$2.00 per hour while assigned to the bucket truck.

Section 23: Recording of Times

The parties acknowledge that some departments utilize a mechanical means of recording times of arrival at and departure from work at the end of the day, as well as recording punches at lunch time. Management reserves its right to broaden its use of such mechanical means either in the said departments or into other departments.

ARTICLE 18 FRINGE BENEFITS

Section 1: Protective Clothing

The Union agrees to submit to the County, within thirty (30) days of the signing hereof, a list of protective clothing now used or requested to be used by employees and which the Union requests be supplied by the County. The Risk Management Department and the Administration Committee of the County Legislature will study said list and in mutual cooperation with the Union, attempt to comply with the list.

Section 2: Temporary Disability

The County will attempt to give a temporarily disabled employee a suitable temporary-type job to enable said employee to work during their period of disability or convalescence, whenever possible.

Section 3: Tool Allowance

The tool allowance for mechanics in the Highway and Parks departments shall be three hundred dollars (\$300.00) annually.

Section 4: Dress Code

All employees shall be dressed in clothing and attire suitable for a professional work setting and the duties of the position held.

Clothing shall be neat, clean, and in good repair. All clothing will be appropriate work attire including work jeans or work pants and work boots. All such attire and footwear must be in good repair and condition.

The following are never permitted:

- Sweatpants/track suits
- Yoga pants
- Shorts
- Ripped clothing – either by manufacturer intent or through extreme wear
- T-shirts, sweatshirts or other clothing displaying inappropriate or offensive messages, slogans, and images
- Flip flops or sandals

All clothing called into question will be at the discretion of the Department Head or his/her authorized designee. Any exception to dress code requirement must be reviewed and approved by the department head or designee. Employees in unacceptable dress and attire may face disciplinary charges for noncompliance with this section.

Section 5: CDL License Expense Reimbursement

The County agrees to reimburse CDL fees and expense up to \$200 to obtain or renew a job required Commercial Drivers License (CDL) with supporting receipts.

ARTICLE 19 SAFETY

The County shall continue to make reasonable and necessary provisions for the safety and health of its employees during their hours of work. 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.

Section 1: Safety Committee

At least one (1) member of the Union will be a member of the safety committees formed in any County department.

ARTICLE 20 DISTRIBUTION OF WORK

The County and the Union endorse the principles of equal pay for equal work and agree to cooperate in promoting this principle. It is agreed that equal distribution of work among employees in the same classification is desirable. In the human services departments, such as the County health facilities, management will make every effort to distribute work as evenly as possible within the same job classifications.

ARTICLE 21 FEDERAL-STATE FUNDING

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

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

ARTICLE 22 SAVINGS CLAUSE

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 and no departure from any provision of this Agreement shall be construed as a continuous waiver of the right to enforce any provision.

This Agreement constitutes the entire agreement and any provisions heretofore made and provided which are not specifically covered herein which the County has knowledge of will be submitted to a Third Step meeting if violated.

ARTICLE 23 REQUIRED STATEMENT

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 therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 24 CLASSIFICATION/RECLASSIFICATION

An employee alleging that they have experienced a major change and/or responsibility, as a result of reorganization, a reassignment or change in job duties may request, in writing, a job audit from the Niagara County Personnel Officer through the Human Resources Department. The Human Resources Department shall notify the Union, in writing, of such request. If not resolved, a grievance may be filed at Step 3.

ARTICLE 25 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 TPAs 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 available Plan option for eligible employees as long as said plan is available. If First Choice is more costly than County Value Plan, the difference between those two Plans will be paid by the employee, in addition to the applicable in lieu of premium contribution amount.

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 (NCHP).

Active employees shall contribute 10% of the applicable premium or "in lieu of" premium for the cost of the NCHP option chosen by the employee.

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

Should the employee elect not to join the NCHP 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 NCHP 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 B (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:

PLAN	2008
Core	\$220/\$440
Value	\$425/\$850

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

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 that works ten (10) months will receive pro-rated payments of 10/12^{ths} or .8333.

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

Employees hired prior to 4/26/2015 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%

Employees hired subsequent to 4/26/2015 and prior to 9/13/2022 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	75%	25%
15 years or more	50%	50%

Employees hired or rehired on or after 9/13/2022 will no longer be eligible for retiree healthcare benefits.

Healthcare coverage for retiring employees shall be the current Niagara County Healthcare Plan with the exception of flexible spending and health reimbursement accounts.

Retirement shall be defined as retirement under the New York State Retirement System. The County shall provide the 1/60 plan retroactive to 1938. On April 1, 1971, the County adopted Plan 75-G, with its Riders 41-J and 60-B.

Eligibility for the spouse of a retiree is limited to the retiree's legal spouse at the time of retirement. When the retiree dies, the above contribution schedule ceases and the surviving spouse, if a non-County employee, is responsible for 100% of the premium.

It is required, that as an ongoing condition of eligibility for medical insurance through the Niagara County Health Care Plan, that an eligible retired employee and/or the surviving spouse of a retired employee who becomes Medicare eligible through age or disability, with the exception of end-stage renal disease, must enroll in a Medicare Advantage insured plan or similar plan offered through Niagara County. Anyone having an exception to this policy will be grandfathered into whatever terms currently apply.

The County shall pay the cost of Monthly Medicare Part B payment for County retirees over sixty-five (65) years of age and at least ten (10) years of service. Niagara County retirees, but not their spouses, will be reimbursed biannually for Medicare Part B premiums. The County will not pay for monthly Medicare payments Part B for active County employees over 65 years of age. There will be no reimbursement for cost of Medicare Part B premium for employees hired subsequent to 4/26/2015.

Retirees, at their option, during the open enrollment period, may choose another Healthcare Plan offered to retirees by Niagara County.

ARTICLE 26

DEFERRED COMPENSATION PLAN

Any and all members of the Bargaining Unit may avail themselves of the deferred compensation plan offered by Niagara County. Niagara County agrees to make any and all adjustments to payroll to allow participation of Bargaining Unit members in the available plan.

ARTICLE 27
NIAGARA COUNTY CODE OF ETHICS

The Union is aware of the existence of a revised Code of Ethics of Niagara County. This awareness, however, is not to be construed as a waiver of individual or union rights pursuant to this Agreement and/or any applicable statute.

ARTICLE 28
REASONABLE SUSPICION DRUG AND/OR
ALCOHOL TESTING POLICY

ALCOHOL AND DRUG TESTING REQUIREMENTS

All bargaining unit employees are subject to reasonable suspicion testing for drugs and/ or alcohol. The drugs that are subject to this testing are marijuana, cocaine, amphetamines, opiates (including heroin) and phencyclidine (PCP), any derivatives from these listed and any other non-prescribed and/ or illegal drugs as defined by state and/or federal law.

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

Employee's drug and alcohol test results and record 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 designee shall arrange for training of all department heads and appropriate designees who may be utilized to determine "reasonable suspicion".

DEPARTMENT HEAD RESPONSIBILITIES

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

1. Department Heads and appropriate 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/or 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 as a result of alcohol or drug use may be directed for reasonable suspicion based drug and/or alcohol testing.
3. 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 below for further direction).
4. After reasonable suspicion testing issues have been resolved, the employee may arrange transportation home with a family member, a friend, or in a taxi at the employee's expense. If all other alternatives are exhausted, a Department Head may allow an employee to be driven home in a County vehicle.
5. The fact that an employee, allegedly under the influence of alcohol or drugs, was not allowed to remain at work is not considered a disciplinary suspension. The employee will be paid for the day in full without charge to accruals. After removal is achieved, the Department Head will review whether disciplinary charges and suspension or other administrative actions are appropriate. Each situation will be evaluated on a case-by-case basis.

COUNTY RESPONSIBILITIES

It is the Policy of Niagara County that:

1. A drug and alcohol free workplace be maintained through the efforts and personal examples of management.
2. All employees and Department Heads understand its drug-free workplace policies and drug and alcohol testing procedures. Niagara County will also train Department Heads in how to recognize behavior that indicates reasonable suspicion for requesting drug and/or alcohol tests.
3. The County 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 either instance, 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, all testing shall be done by urinalysis. 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, he/she 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 Policy 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 test results:

POSITIVE TEST

ALCOHOL (CONCENTRATION OF .06 OR GREATER)

- a. First Instance: Voluntary EAP
- b. Second Instance: Written Reprimand and Mandatory EAP
- c. Third Instance: Thirty (30) Day Suspension and Mandatory EAP
- d. Fourth Instance: Termination (within two years of the third)

POSITIVE TEST - DRUGS (MARIJUANA, COCAINE, AMPHETAMINES, OPIATES - INCLUDING HEROIN, PHENCYCLIDINE – PCP)

- a. First Instance: Mandatory EAP
- b. Second Instance: Thirty (30) days suspension and mandatory EAP
- c. Third Instance: Termination (within two years of the second)

Accruals – An employee who is absent from work as a result of a positive test or as a result of his or her undergoing treatment in an EAP sponsored rehabilitation program will be allowed to use any leave time pursuant to this Agreement, in accordance with the regulations and restrictions contained herein.


Nothing in this policy is to be construed as a denial of rights guaranteed by this Agreement except those of this Policy which supersede state or federal law. Any discipline that may result from a violation of the alcohol and drug policies shall be subject to the Discipline and Discharge provisions of this 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 Agreement's grievance and arbitration procedures. Each such question should be initiated by the Union directly at Step 3. Should an arbitrator ultimately determine that there was bad faith on the part of the Department Head who initiated the reasonable suspicion test, or that he/she otherwise acted in an arbitrary or capricious manner, the arbitrator may award the employee involved up to one days pay at his/her regular straight time rate, and any other penalty deemed appropriate by the arbitrator.

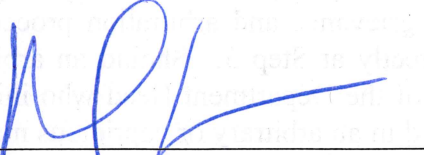
IN SUMMARY

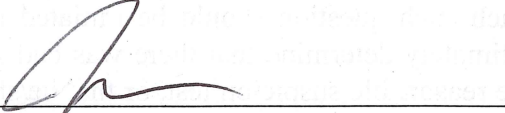
Niagara County agrees that it shall not unilaterally act to change the terms or procedures encompassed within this policy.

IN WITNESS WHEREOF, the parties to this Agreement their hands this 16th day of January, 2024.


Chairman, Niagara County
Legislature

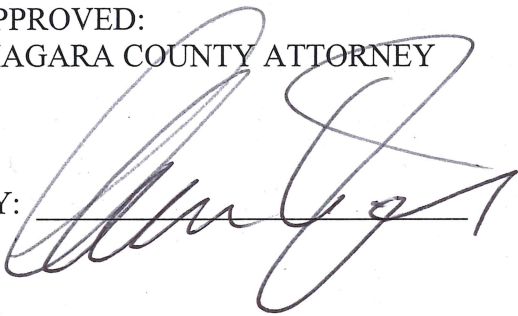

President - AFSCME Local 182


Niagara County Manager


Area Representative, AFSCME
Council 66

APPROVED:
NIAGARA COUNTY ATTORNEY

BY:



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
Allergy Injections	\$10 copay	\$15 copay	\$20 copay	Copay if administered in office.
Allergy Testing	\$10 copay	\$15 copay	\$20 copay	
Ambulance	\$50 copay	\$50 copay	\$50 copay	Must be medically necessary.
Anesthesia	Covered in full.	Covered in full.	Covered in full.	
Assistant Surgeon	Covered in full.	Covered in full.	Covered in full.	

Benefit Description	Premium	Core	Value	Explanations and Limitations
Blood, Blood Plasma, and Oxygen	Covered in full.	Covered in full.	Covered in full.	
Cardiac Rehabilitation	\$10 copay	\$15 copay	\$20 copay	Limited to 24 visits, per calendar year, per member. Additional visits may be approved based on medical necessity. Treatment plan must be pre-approved.
Chiropractic Care	\$10 copay	\$15 copay	\$20 copay	Limited to 15 visits per calendar year. Additional visits may be approved based on medical necessity.
Diabetic Equipment Glucometer, insulin pump, etc.	Lesser of RX copay or office visit copay	Lesser of RX copay or office visit copay	Lesser of RX copay or office visit copay	
Diabetic - Insulin	RX copay	RX copay	RX copay	
Diabetic Supplies Test strips, needles, etc.	Lesser of RX copay or office visit copay	Lesser of RX copay or office visit copay	Lesser of RX copay or office visit copay	
Durable Medical Equipment and Supplies	20% copay	20% copay	20% copay	Must be deemed medically necessary.

Benefit Description	Premium	Core	Value	Explanations and Limitations
Emergency Room Physician	Covered in full.	Covered in full.	Covered in full.	Included in payment from emergency room.
Emergency Room Treatment of an Accidental Injury	\$35 copay	\$35 copay	\$35 copay	For services rendered within 72 hours after onset of accident. Worldwide emergency use, including physician fees. Copay waived if admitted.
Emergency Room Treatment of the Sudden Onset of a Life-Threatening Illness	\$35 copay	\$35 copay	\$35 copay	Worldwide emergency use, including physician fees for life-threatening emergencies. Copay waived if admitted.
Enteral Formulas / Nutritional Supplements	Covered in full.	Covered in full.	Covered in full.	Limited to annual maximum of \$2,500. Must be medically necessary. Subject to prior-authorization.
Home Health Care	\$10 copay per visit.	\$15 copay per visit.	\$20 copay per visit.	365 visits per member, per calendar year. Subject to prior-authorization.
Hospice	Covered in full.	Covered in full.	Covered in full.	Limited to 210 days lifetime.

Benefit Description	Premium	Core	Value	Explanations and Limitations
Hospital Outpatient Surgical Facility	\$10 copay	\$15 copay	\$75 copay	
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.	Limited to 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.	Limited to 30 days per member, per calendar year for acute care.
Hospital Room & Board and Ancillary Services (Non-Mental Illness / Substance Abuse Diagnosis)	Covered in full.	Covered in full.	Covered in full.	Limited to 365 days per member, per calendar year. Limited to semi-private room allowance. Subject to prior authorization.
Hospital Room & Board and Ancillary Services (Mental Illness Diagnosis)	Covered in full.	Covered in full.	Covered in full.	Limited to 30 days per member, per calendar year, for acute care.

Benefit Description	Premium	Core	Value	Explanations and Limitations
Hospital Room & Board and Ancillary Services (Alcohol Substance Abuse Diagnosis)	Covered in full.	Covered in full.	Covered in full.	Limited to 30 days per member, per calendar year for detoxification. Inpatient rehabilitation is not covered.
Infertility Treatment	Same as any other illness.	Same as any other illness.	Same as any other illness.	<p>Includes diagnostic, lab, and surgical services, including: hysterosalpingogram, hysteroscopy, endometrial biopsy, laparoscopy, sonohysterogram, post coital tests, testis biopsy, semen analysis, blood tests, ultrasound and artificial insemination.</p> <p>Does not include services for conception, such as in-vitro fertilization, gamete intrafallopian tube transfers, or zygote intrafallopian tube transfers.</p> <p>Limited to patients between the ages of 21 and 45.</p>

Benefit Description	Premium	Core	Value	Explanations and Limitations
Insulin	See Diabetic – Insulin			
Laboratory (including venipuncture)	Covered in full.	Covered in full.	Covered in full.	No restrictions on in-network laboratory providers.
Mammography (Routine)	\$10 copay	\$15 copay	\$20 copay	One routine mammogram per calendar year.
Mental Illness – Outpatient Treatment	\$10 copay	\$15 copay	\$20 copay	Limited to 30 visits per member, per calendar year.
Office Visits	\$10 copay	\$15 copay	\$20 copay	
Organ Transplants	Same as any other illness.	Same as any other illness.	Same as any other illness.	Must be prior-authorized.
Pap Smear (Routine)	Covered in full.	Covered in full.	Covered in full.	Limited to one per covered female over age 18, per calendar year.
Physical, Speech and Occupational Therapy	\$10 copay	\$15 copay	\$20 copay	20 aggregate visits per person, per calendar year. Additional visits may be approved based on medical necessity.
Podiatry	\$10 copay	\$15 copay	\$20 copay	Must be medically necessary; routine foot care is not covered.

Benefit Description	Premium	Core	Value	Explanations and Limitations
Pre-Admission Testing	Covered in full.	Covered in full.	Covered in full.	For services rendered within 7 days of admission.
Pregnancy	Covered in full.	Covered in full.	Covered in full.	
Prescription Drugs Generic / Formulary	\$7 – 2 Tier 3 rd Tier - Member pays the difference \$0 copay 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 3 rd Tier - Member pays the difference	\$5/\$15/\$35 *See formulary for any prior-authorization requirements.	\$7/\$25/\$40 *See formulary for any prior authorization requirements.	One copay per 30-day supply. Up to 90 day supply is provided on each occasion the prescription is filled or refilled.
Private Duty Nursing	\$10 copay	\$15 copay	\$20 copay	Must be pre-approved. Limited to an annual maximum of \$2,500 per calendar year. Benefits limited to non-custodial services only.

Benefit Description	Premium	Core	Value	Explanations and Limitations
Prosthetic Devices & Orthotic Appliances	20% copay	20% copay	20% copay	Foot orthotics is limited to one pair per calendar year. Internal and post-mastectomy prosthetics are covered in full. 20% copay for external prosthetics.
Radiation and Chemotherapy	\$10 copay	\$15 copay	\$20 copay	
<i>Reconstructive Surgery</i>	Covered in full.	Covered in full.	Covered in full.	Covered when medically necessary. Elective cosmetic surgery is not covered.
Routine Adult Physical	\$10 copay	\$15 copay	\$20 copay	Limited to one visit per member, per calendar year.
Routine Adult (GYN)	\$10 copay	\$15 copay	\$20 copay	Limited to one visit per member, per calendar year. Includes office visit and ancillary services.
Second Surgical Opinion	\$10 copay	\$15 copay	\$20 copay	
Specialist Office Visit	\$10 copay	\$15 copay	\$20 copay	

Benefit Description	Premium	Core	Value	Explanations and Limitations
Substance Abuse (Outpatient Treatment)	\$10 copay	\$15 copay	\$20 copay	Limited to 60 visits per member, per calendar year.
Surgical Expenses	Covered in full.	Covered in full.	Covered in full.	
Skilled Nursing Facility	Covered in full for 50 days per calendar year.	Covered in full for 50 days per calendar year.	Covered in full for 50 days per calendar year.	Excludes custodial care, must be admitted within 30 days of hospital discharge.
Temporomandibular Joint Disorder (TMJ)	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.			
Urgent Care Center Visit	\$10 copay	\$15 copay	\$20 copay	
Well Child Care Including Immunizations	Covered in full.	Covered in full.	Covered in full.	Based on AMA guidelines.
X-Rays and Diagnostic Testing	\$10 copay	\$15 copay	\$20 copay	
Waiting Period	See explanation	See explanation	See explanation	All full-time employees will be eligible for the above plans on the 1 st of the month following 30 days of employment.

Benefit Description	Premium	Core	Value	Explanations and Limitations
Dependents	25/25	25/25	25/25	All eligible, unmarried dependent children up to age 25 regardless of student status.

OUT OF NETWORK BENEFIT				
Deductible	\$250/\$500	\$250/\$500	\$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 copays and deductibles.
Co-Insurance	25%	25%	25%	
Maximum Out-of-Pocket Expense	\$2,000/\$4,000	\$2,000/\$4,000	\$2,500/\$5,000	

APPENDIX B

HEALTHCARE WAIVER

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

I hereby for myself, my heirs, executors, and administrators, waive my rights to County-provided health insurance coverage pursuant to the collective bargaining agreement(s) between Niagara County and the AFSCME LOCAL # 182.

I understand the RISK inherent in electing the Health Insurance 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 AFSCME LOCAL # 182, and their respective representatives as a result of my waiver of health insurance 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 healthcare coverage.

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

I 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.

Employee Signature

Date

Witness Signature

Date

Niagara County Signature

Date

APPENDIX C

2024 AFSCME WITH \$1.50 + 2.75% INCREASE

CODE	TITLE	STEP	1	2	3	4	5	8
1-500	ASPHALT SPRAY OPERATOR		22.82	23.22	23.77	24.23	24.79	25.24
2-501	ASST. ASPHALT SPRAY OPER.		21.14	21.43	21.94	22.34	22.86	23.22
3-504	ASSISTANT COOK		19.52	19.82	20.21	20.71	21.14	21.43
5-510	AUTOMOTIVE MECHANIC		24.91	25.51	26.02	26.49	27.02	27.60
7-512	BUILDING ATTENDANT		18.45	18.88	19.26	19.58	20.07	20.34
18-514	BUILDING MAINT. MECHANIC		22.06	22.44	22.89	23.39	23.80	24.29
17-513	BUILDING MAINT. PERSON		21.69	22.04	22.49	22.90	23.41	23.89
6-511	BUILDING MAINT. PERSON II		22.73	23.10	23.59	23.91	24.42	24.93
29-541	BUILDING MAINT. PERSON III		25.05	25.60	26.21	26.75	27.27	27.81
9-516	CARPENTER		23.52	23.87	24.43	24.74	25.23	25.71
10-556	CERTIFIED NURSE AIDE		18.99	19.40	19.73	20.13	20.53	20.93
10-557	CERTIFIED NURSE AIDE P/T		18.99	19.40	19.73	20.13	20.53	20.93
43-520	CHIEF MECHANIC		28.04	28.41	28.82	29.59	30.16	30.64
14-522	CLEANER		18.08	18.40	18.76	19.10	19.53	19.82
14-523	CLEANER P/T		18.08	18.40	18.76	19.10	19.53	19.82
42-561	CLEANER/LABORER		18.34	18.74	19.05	19.41	19.72	20.11
16-526	COOK		20.13	20.59	21.05	21.37	21.91	22.34
16-525	COOK P/T		20.13	20.59	21.05	21.37	21.91	22.34
10-529	DELIVERY PERSON/GRNDSKPR ASST.		18.99	19.40	19.73	20.13	20.53	20.93
3-528	DIETICIAN AIDE		19.52	19.82	20.21	20.71	21.14	21.43
3-529	DIETICIAN AIDE P/T		19.52	19.82	20.21	20.71	21.14	21.43
42-561	DISHWASHER		18.34	18.74	19.05	19.41	19.72	20.11
13-577	ELECTRICIAN		26.35	26.83	27.44	28.08	28.60	29.23
10-536	ENVIRONMENTAL SERVICES AIDE		18.99	19.40	19.73	20.13	20.53	20.93
14-532	FOOD SERVICE HELPER I		18.08	18.40	18.76	19.10	19.53	19.82
10-534	FOOD SERVICE HELPER II		18.99	19.40	19.73	20.13	20.53	20.93
14-533	FOOD SERVICE HELPER P/T		18.08	18.40	18.76	19.10	19.53	19.82
22-540	GEN. REPAIRPERSON		23.30	23.80	24.30	24.92	25.50	26.02
13-519	GEN. REPAIRPERSON II		26.35	26.83	27.44	28.08	28.60	29.23
12-545	GREENSKEEPER		24.35	24.89	25.47	26.00	26.55	27.21
23-542	GROUNDSKEEPER-BUILDINGS		20.55	20.89	21.33	21.82	22.21	22.54
23-544	GROUNDSKEEPER-PARKS		20.55	20.89	21.33	21.82	22.21	22.54
25-575	GROUNDSKEEPER-SHERIFF		21.32	21.72	22.21	22.53	23.02	23.53
25-546	GROUNDSKEEPER II (KRULL-OPPENHEIM)		21.32	21.72	22.21	22.53	23.02	23.53
30-548	GROUNDSKEEPER III (BUILDINGS)		23.53	23.95	24.45	24.95	25.52	25.96
26-548	GROUNDSKEEPER III (GOLF COURSE)		22.02	22.48	22.97	23.51	23.95	24.43
51-552	GROUNDSKEEPER IV		26.30	26.76	27.15	27.69	28.07	28.46
47	GROUNDSKEEPER/MEO		22.73	23.22	23.61	24.20	24.59	24.99
25-549	GROUNDSPERS/AUTO MECHANIC		21.32	21.72	22.21	22.53	23.02	23.53
16-550	HEAD CLEANER		20.13	20.59	21.05	21.37	21.91	22.34
51-547	HEAD CLEANER II		26.30	26.76	27.15	27.69	28.07	28.46
40-527	HEAD COOK		24.31	24.87	25.46	25.99	26.53	27.10
30-554	HEAVY EQUIPMENT OPERATOR		23.53	23.95	24.45	24.95	25.52	25.96
38-572	HEAVY EQUIPMENT OPERATOR II		25.82	26.44	27.10	27.74	28.41	29.15
38-572	HEAVY EQUIPMENT OPERATOR II (REFUSE)		25.82	26.44	27.10	27.74	28.41	29.15
13-524	HVAC TECHNICIAN		26.35	26.83	27.44	28.08	28.60	29.23
7-558	KITCHEN ATTENDANT		18.45	18.88	19.26	19.58	20.07	20.34
7-559	KITCHEN ATTENDANT P/T		18.45	18.88	19.26	19.58	20.07	20.34
14-560	LABORATORY HELPER		18.08	18.40	18.76	19.10	19.53	19.82
34-562	LABORER		18.63	19.05	19.52	20.00	20.45	20.77
34-567	LABORER P/T		18.63	19.05	19.52	20.00	20.45	20.77
36-565	LABORER-HIGHWAY		20.77	21.18	21.63	21.95	22.33	22.74
36-591	LABORER-HIGHWAY P/T		20.77	21.18	21.63	21.95	22.33	22.74
36-567	LABORER/HGWY-MECHANIC HELPER		20.77	21.18	21.63	21.95	22.33	22.74

36-564	LANDFILL ATTENDANT-REFUSE DISPOSAL	20.77	21.18	21.63	21.95	22.33	22.74
40-570	LAUNDRY SUPERVISOR	24.31	24.87	25.46	25.99	26.53	27.10
10-568	LAUNDRY WORKER	18.99	19.40	19.73	20.13	20.53	20.93
10-569	LAUNDRY WORKER P/T	18.99	19.40	19.73	20.13	20.53	20.93
8	LEAD VAN DRIVER	21.32	21.68	22.12	22.51	23.00	23.51
9-551	MASONRY WORKER	23.52	23.87	24.43	24.74	25.23	25.71
16-531	NUTRITION SERVICES ASST. P/T	20.13	20.59	21.05	21.37	21.91	22.34
16-574	PAINTER	20.13	20.59	21.05	21.37	21.91	22.34
47	PARK EQUIPMENT MECHANIC	22.73	23.22	23.61	24.20	24.59	24.99
8-517	PARTS PROCUREMENT PERSON	21.32	21.68	22.12	22.51	23.00	23.51
15-535	PERSONAL CARE ASSISTANT P/T	12.83	13.11	13.38	13.72	14.00	14.30
10-580	SEAMSTRESS	18.99	19.40	19.73	20.13	20.53	20.93
9-576	SECURITY EQUIPMENT TECHNICIAN	23.52	23.87	24.43	24.74	25.23	25.71
43-583	SENIOR CARPENTER	28.04	28.41	28.82	29.59	30.16	30.64
46-581	SENIOR CHIEF MECHANIC	30.49	30.91	31.25	32.02	32.61	33.08
53-599	SENIOR SAFETY & SECURITY COORDINATOR	26.84	27.78	28.72	29.72	30.51	31.37
44-584	SENIOR SIGN SHOP MAINTENANCE WORKER	24.84	25.44	25.93	26.36	26.80	27.42
39-571	SENIOR VAN DRIVER	17.95	18.25	18.59	18.90	19.29	20.07
45-582	SENIOR WATER MAINTENANCE PERSON	23.99	24.57	25.05	25.61	26.25	26.76
4-508	SIGN SHOP MAINTENANCE WORKER	23.22	23.68	24.19	24.68	25.03	25.52
16-586	STEAM BOILER FIREPERSON	20.13	20.59	21.05	21.37	21.91	22.34
47-592	TRUCK DRIVER	22.73	23.22	23.61	24.20	24.59	24.99
36	TRUCK DRIVER TRAINEE	20.77	21.18	21.63	21.95	22.33	22.74
53	TRUCK DRIVER/CDL TRAINER	26.84	27.78	28.72	29.72	30.51	31.37
35-563	VAN DRIVER	17.24	17.59	17.95	18.28	18.62	19.35
35-566	VAN DRIVER P/T	17.24	17.59	17.95	18.28	18.62	19.35
23-594	WATCHPERSON	20.55	20.89	21.33	21.82	22.21	22.54
23-595	WATCHPERSON P/T	20.55	20.89	21.33	21.82	22.21	22.54
49-596	WATER MAINTENANCE PERSON	23.23	23.79	24.35	24.92	25.50	26.10
50-598	WATER MAINTENANCE PERSON II	24.31	24.91	25.48	26.09	26.69	27.29

APPENDIX D

2025 AFSCME WITH 2.75% INCREASE

CODE	TITLE	STEP	1	2	3	4	5	8
1-500	ASPHALT SPRAY OPERATOR		23.45	23.86	24.42	24.90	25.47	25.93
2-501	ASST. ASPHALT SPRAY OPER.		21.72	22.02	22.54	22.95	23.49	23.86
3-504	ASSISTANT COOK		20.06	20.37	20.77	21.28	21.72	22.02
5-510	AUTOMOTIVE MECHANIC		25.60	26.21	26.74	27.22	27.76	28.36
7-512	BUILDING ATTENDANT		18.96	19.40	19.79	20.12	20.62	20.90
18-514	BUILDING MAINT. MECHANIC		22.67	23.06	23.52	24.03	24.45	24.96
17-513	BUILDING MAINT. PERSON		22.29	22.65	23.11	23.53	24.05	24.55
6-511	BUILDING MAINT. PERSON II		23.36	23.74	24.24	24.57	25.09	25.62
29-541	BUILDING MAINT. PERSON III		25.74	26.30	26.93	27.49	28.02	28.57
9-516	CARPENTER		24.17	24.53	25.10	25.42	25.92	26.42
10-556	CERTIFIED NURSE AIDE		19.51	19.93	20.27	20.68	21.09	21.51
10-557	CERTIFIED NURSE AIDE P/T		19.51	19.93	20.27	20.68	21.09	21.51
43-520	CHIEF MECHANIC		28.81	29.19	29.61	30.40	30.99	31.48
14-522	CLEANER		18.58	18.91	19.28	19.63	20.07	20.37
14-523	CLEANER P/T		18.58	18.91	19.28	19.63	20.07	20.37
42-561	CLEANER/LABORER		18.84	19.26	19.57	19.94	20.26	20.66
16-526	COOK		20.68	21.16	21.63	21.96	22.51	22.95
16-525	COOK P/T		20.68	21.16	21.63	21.96	22.51	22.95
10-529	DELIVERY PERSON/GRNDSKPR ASST.		19.51	19.93	20.27	20.68	21.09	21.51
3-528	DIETICIAN AIDE		20.06	20.37	20.77	21.28	21.72	22.02
3-529	DIETICIAN AIDE P/T		20.06	20.37	20.77	21.28	21.72	22.02
42-561	DISHWASHER		18.84	19.26	19.57	19.94	20.26	20.66
13-577	ELECTRICIAN		27.07	27.57	28.19	28.85	29.39	30.03
10-536	ENVIRONMENTAL SERVICES AIDE		19.51	19.93	20.27	20.68	21.09	21.51
14-532	FOOD SERVICE HELPER I		18.58	18.91	19.28	19.63	20.07	20.37
10-534	FOOD SERVICE HELPER II		19.51	19.93	20.27	20.68	21.09	21.51
14-533	FOOD SERVICE HELPER P/T		18.58	18.91	19.28	19.63	20.07	20.37
22-540	GEN. REPAIRPERSON		23.94	24.45	24.97	25.61	26.20	26.74
13-519	GEN. REPAIRPERSON II		27.07	27.57	28.19	28.85	29.39	30.03
12-545	GREENSKEEPER		25.02	25.57	26.17	26.72	27.28	27.96
23-542	GROUNDSKEEPER-BUILDINGS		21.12	21.46	21.92	22.42	22.82	23.16
23-544	GROUNDSKEEPER-PARKS		21.12	21.46	21.92	22.42	22.82	23.16
25-575	GROUNDSKEEPER-SHERIFF		21.91	22.32	22.82	23.15	23.65	24.18
25-546	GROUNDSKEEPER II (KRULL-OPPENHEIM)		21.91	22.32	22.82	23.15	23.65	24.18
30-548	GROUNDSKEEPER III (BUILDINGS)		24.18	24.61	25.12	25.64	26.22	26.67
26-548	GROUNDSKEEPER III (GOLF COURSE)		22.63	23.10	23.60	24.16	24.61	25.10
51-552	GROUNDSKEEPER IV		27.02	27.50	27.90	28.45	28.84	29.24
47	GROUNDSKEEPER/MEO		23.36	23.86	24.26	24.87	25.27	25.68
25-549	GROUNDSPERS/AUTO MECHANIC		21.91	22.32	22.82	23.15	23.65	24.18
16-550	HEAD CLEANER		20.68	21.16	21.63	21.96	22.51	22.95
51-547	HEAD CLEANER II		27.02	27.50	27.90	28.45	28.84	29.24
40-527	HEAD COOK		24.98	25.55	26.16	26.70	27.26	27.85
30-554	HEAVY EQUIPMENT OPERATOR		24.18	24.61	25.12	25.64	26.22	26.67
38-572	HEAVY EQUIPMENT OPERATOR II		26.53	27.17	27.85	28.50	29.19	29.95
38-572	HEAVY EQUIPMENT OPERATOR II (REFUSE)		26.53	27.17	27.85	28.50	29.19	29.95
13-524	HVAC TECHNICIAN		27.07	27.57	28.19	28.85	29.39	30.03
7-558	KITCHEN ATTENDANT		18.96	19.40	19.79	20.12	20.62	20.90
7-559	KITCHEN ATTENDANT P/T		18.96	19.40	19.79	20.12	20.62	20.90
14-560	LABORATORY HELPER		18.58	18.91	19.28	19.63	20.07	20.37
34-562	LABORER		19.14	19.57	20.06	20.55	21.01	21.34
34-567	LABORER P/T		19.14	19.57	20.06	20.55	21.01	21.34
36-565	LABORER-HIGHWAY		21.34	21.76	22.22	22.55	22.94	23.37
36-591	LABORER-HIGHWAY P/T		21.34	21.76	22.22	22.55	22.94	23.37
36-567	LABORER/HGWY-MECHANIC HELPER		21.34	21.76	22.22	22.55	22.94	23.37

36-564	LANDFILL ATTENDANT-REFUSE DISPOSAL	21.34	21.76	22.22	22.55	22.94	23.37
40-570	LAUNDRY SUPERVISOR	24.98	25.55	26.16	26.70	27.26	27.85
10-568	LAUNDRY WORKER	19.51	19.93	20.27	20.68	21.09	21.51
10-569	LAUNDRY WORKER P/T	19.51	19.93	20.27	20.68	21.09	21.51
8	LEAD VAN DRIVER	21.91	22.28	22.73	23.13	23.63	24.16
9-551	MASONRY WORKER	24.17	24.53	25.10	25.42	25.92	26.42
16-531	NUTRITION SERVICES ASST. P/T	20.68	21.16	21.63	21.96	22.51	22.95
16-574	PAINTER	20.68	21.16	21.63	21.96	22.51	22.95
47	PARK EQUIPMENT MECHANIC	23.36	23.86	24.26	24.87	25.27	25.68
8-517	PARTS PROCUREMENT PERSON	21.91	22.28	22.73	23.13	23.63	24.16
15-535	PERSONAL CARE ASSISTANT P/T	13.18	13.47	13.75	14.10	14.39	14.69
10-580	SEAMSTRESS	19.51	19.93	20.27	20.68	21.09	21.51
9-576	SECURITY EQUIPMENT TECHNICIAN	24.17	24.53	25.10	25.42	25.92	26.42
43-583	SENIOR CARPENTER	28.81	29.19	29.61	30.40	30.99	31.48
46-581	SENIOR CHIEF MECHANIC	31.33	31.76	32.11	32.90	33.51	33.99
53-599	SENIOR SAFETY & SECURITY COORDINATOR	27.58	28.54	29.51	30.54	31.35	32.23
44-584	SENIOR SIGN SHOP MAINTENANCE WORKER	25.52	26.14	26.64	27.08	27.54	28.17
39-571	SENIOR VAN DRIVER	18.44	18.75	19.10	19.42	19.82	20.62
45-582	SENIOR WATER MAINTENANCE PERSON	24.65	25.25	25.74	26.31	26.97	27.50
4-508	SIGN SHOP MAINTENANCE WORKER	23.86	24.33	24.86	25.36	25.72	26.22
16-586	STEAM BOILER FIREPERSON	20.68	21.16	21.63	21.96	22.51	22.95
47-592	TRUCK DRIVER	23.36	23.86	24.26	24.87	25.27	25.68
36	TRUCK DRIVER TRAINEE	21.34	21.76	22.22	22.55	22.94	23.37
53	TRUCK DRIVER/CDL TRAINER	27.58	28.54	29.51	30.54	31.35	32.23
35-563	VAN DRIVER	17.71	18.07	18.44	18.78	19.13	19.88
35-566	VAN DRIVER P/T	17.71	18.07	18.44	18.78	19.13	19.88
23-594	WATCHPERSON	21.12	21.46	21.92	22.42	22.82	23.16
23-595	WATCHPERSON P/T	21.12	21.46	21.92	22.42	22.82	23.16
49-596	WATER MAINTENANCE PERSON	23.87	24.44	25.02	25.61	26.20	26.82
50-598	WATER MAINTENANCE PERSON II	24.98	25.60	26.18	26.81	27.42	28.04

APPENDIX E

2026 AFSCME WITH 2.5% INCREASE

CODE	TITLE	STEP	1	2	3	4	5	8
1-500	ASPHALT SPRAY OPERATOR		24.04	24.46	25.03	25.52	26.11	26.58
2-501	ASST. ASPHALT SPRAY OPER.		22.26	22.57	23.10	23.52	24.08	24.46
3-504	ASSISTANT COOK		20.56	20.88	21.29	21.81	22.26	22.57
5-510	AUTOMOTIVE MECHANIC		26.24	26.87	27.41	27.90	28.45	29.07
7-512	BUILDING ATTENDANT		19.43	19.89	20.28	20.62	21.14	21.42
18-514	BUILDING MAINT. MECHANIC		23.24	23.64	24.11	24.63	25.06	25.58
17-513	BUILDING MAINT. PERSON		22.85	23.22	23.69	24.12	24.65	25.16
6-511	BUILDING MAINT. PERSON II		23.94	24.33	24.85	25.18	25.72	26.26
29-541	BUILDING MAINT. PERSON III		26.38	26.96	27.60	28.18	28.72	29.28
9-516	CARPENTER		24.77	25.14	25.73	26.06	26.57	27.08
10-556	CERTIFIED NURSE AIDE		20.00	20.43	20.78	21.20	21.62	22.05
10-557	CERTIFIED NURSE AIDE P/T		20.00	20.43	20.78	21.20	21.62	22.05
43-520	CHIEF MECHANIC		29.53	29.92	30.35	31.16	31.76	32.27
14-522	CLEANER		19.04	19.38	19.76	20.12	20.57	20.88
14-523	CLEANER P/T		19.04	19.38	19.76	20.12	20.57	20.88
42-561	CLEANER/LABORER		19.31	19.74	20.06	20.44	20.77	21.18
16-526	COOK		21.20	21.69	22.17	22.51	23.07	23.52
16-525	COOK P/T		21.20	21.69	22.17	22.51	23.07	23.52
10-529	DELIVERY PERSON/GRNDSKPR ASST.		20.00	20.43	20.78	21.20	21.62	22.05
3-528	DIETICIAN AIDE		20.56	20.88	21.29	21.81	22.26	22.57
3-529	DIETICIAN AIDE P/T		20.56	20.88	21.29	21.81	22.26	22.57
42-561	DISHWASHER		19.31	19.74	20.06	20.44	20.77	21.18
13-577	ELECTRICIAN		27.75	28.26	28.89	29.57	30.12	30.78
10-536	ENVIRONMENTAL SERVICES AIDE		20.00	20.43	20.78	21.20	21.62	22.05
14-532	FOOD SERVICE HELPER I		19.04	19.38	19.76	20.12	20.57	20.88
10-534	FOOD SERVICE HELPER II		20.00	20.43	20.78	21.20	21.62	22.05
14-533	FOOD SERVICE HELPER P/T		19.04	19.38	19.76	20.12	20.57	20.88
22-540	GEN. REPAIRPERSON		24.54	25.06	25.59	26.25	26.86	27.41
13-519	GEN. REPAIRPERSON II		27.75	28.26	28.89	29.57	30.12	30.78
12-545	GREENSKEEPER		25.65	26.21	26.82	27.39	27.96	28.66
23-542	GROUNDSKEEPER-BUILDINGS		21.65	22.00	22.47	22.98	23.39	23.74
23-544	GROUNDSKEEPER-PARKS		21.65	22.00	22.47	22.98	23.39	23.74
25-575	GROUNDSKEEPER-SHERIFF		22.46	22.88	23.39	23.73	24.24	24.78
25-546	GROUNDSKEEPER II (KRULL-OPPENHEIM)		22.46	22.88	23.39	23.73	24.24	24.78
30-548	GROUNDSKEEPER III (BUILDINGS)		24.78	25.23	25.75	26.28	26.88	27.34
26-548	GROUNDSKEEPER III (GOLF COURSE)		23.20	23.68	24.19	24.76	25.23	25.73
51-552	GROUNDSKEEPER IV		27.70	28.19	28.60	29.16	29.56	29.97
47	GROUNDSKEEPER/MEO		23.94	24.46	24.87	25.49	25.90	26.32
25-549	GROUNDSPERS/AUTO MECHANIC		22.46	22.88	23.39	23.73	24.24	24.78
16-550	HEAD CLEANER		21.20	21.69	22.17	22.51	23.07	23.52
51-547	HEAD CLEANER II		27.70	28.19	28.60	29.16	29.56	29.97
40-527	HEAD COOK		25.60	26.19	26.81	27.37	27.94	28.55
30-554	HEAVY EQUIPMENT OPERATOR		24.78	25.23	25.75	26.28	26.88	27.34
38-572	HEAVY EQUIPMENT OPERATOR II		27.19	27.85	28.55	29.21	29.92	30.70
38-572	HEAVY EQUIPMENT OPERATOR II (REFUSE)		27.19	27.85	28.55	29.21	29.92	30.70
13-524	HVAC TECHNICIAN		27.75	28.26	28.89	29.57	30.12	30.78
7-558	KITCHEN ATTENDANT		19.43	19.89	20.28	20.62	21.14	21.42
7-559	KITCHEN ATTENDANT P/T		19.43	19.89	20.28	20.62	21.14	21.42
14-560	LABORATORY HELPER		19.04	19.38	19.76	20.12	20.57	20.88
34-562	LABORER		19.62	20.06	20.56	21.06	21.54	21.87
34-567	LABORER P/T		19.62	20.06	20.56	21.06	21.54	21.87
36-565	LABORER-HIGHWAY		21.87	22.30	22.78	23.11	23.51	23.95
36-591	LABORER-HIGHWAY P/T		21.87	22.30	22.78	23.11	23.51	23.95
36-567	LABORER/HGWY-MECHANIC HELPER		21.87	22.30	22.78	23.11	23.51	23.95

36-564	LANDFILL ATTENDANT-REFUSE DISPOSAL	21.87	22.30	22.78	23.11	23.51	23.95
40-570	LAUNDRY SUPERVISOR	25.60	26.19	26.81	27.37	27.94	28.55
10-568	LAUNDRY WORKER	20.00	20.43	20.78	21.20	21.62	22.05
10-569	LAUNDRY WORKER P/T	20.00	20.43	20.78	21.20	21.62	22.05
8	LEAD VAN DRIVER	22.46	22.84	23.30	23.71	24.22	24.76
9-551	MASONRY WORKER	24.77	25.14	25.73	26.06	26.57	27.08
16-531	NUTRITION SERVICES ASST. P/T	21.20	21.69	22.17	22.51	23.07	23.52
16-574	PAINTER	21.20	21.69	22.17	22.51	23.07	23.52
47	PARK EQUIPMENT MECHANIC	23.94	24.46	24.87	25.49	25.90	26.32
8-517	PARTS PROCUREMENT PERSON	22.46	22.84	23.30	23.71	24.22	24.76
15-535	PERSONAL CARE ASSISTANT P/T	13.51	13.81	14.09	14.45	14.75	15.06
10-580	SEAMSTRESS	20.00	20.43	20.78	21.20	21.62	22.05
9-576	SECURITY EQUIPMENT TECHNICIAN	24.77	25.14	25.73	26.06	26.57	27.08
43-583	SENIOR CARPENTER	29.53	29.92	30.35	31.16	31.76	32.27
46-581	SENIOR CHIEF MECHANIC	32.11	32.55	32.91	33.72	34.35	34.84
53-599	SENIOR SAFETY & SECURITY COORDINATOR	28.27	29.25	30.25	31.30	32.13	33.04
44-584	SENIOR SIGN SHOP MAINTENANCE WORKER	26.16	26.79	27.31	27.76	28.23	28.87
39-571	SENIOR VAN DRIVER	18.90	19.22	19.58	19.91	20.32	21.14
45-582	SENIOR WATER MAINTENANCE PERSON	25.27	25.88	26.38	26.97	27.64	28.19
4-508	SIGN SHOP MAINTENANCE WORKER	24.46	24.94	25.48	25.99	26.36	26.88
16-586	STEAM BOILER FIREPERSON	21.20	21.69	22.17	22.51	23.07	23.52
47-592	TRUCK DRIVER	23.94	24.46	24.87	25.49	25.90	26.32
36	TRUCK DRIVER TRAINEE	21.87	22.30	22.78	23.11	23.51	23.95
53	TRUCK DRIVER/CDL TRAINER	28.27	29.25	30.25	31.30	32.13	33.04
35-563	VAN DRIVER	18.15	18.52	18.90	19.25	19.61	20.38
35-566	VAN DRIVER P/T	18.15	18.52	18.90	19.25	19.61	20.38
23-594	WATCHPERSON	21.65	22.00	22.47	22.98	23.39	23.74
23-595	WATCHPERSON P/T	21.65	22.00	22.47	22.98	23.39	23.74
49-596	WATER MAINTENANCE PERSON	24.47	25.05	25.65	26.25	26.86	27.49
50-598	WATER MAINTENANCE PERSON II	25.60	26.24	26.83	27.48	28.11	28.74

APPENDIX F

The following is a list by Department, of bargaining unit positions by job title, of those titles which shall continue to receive a paid twenty (20) minute lunch, as per the language in Article 13 – Section 1, for the duration of this Agreement. Also listed is the number of such titles in the respective departments that were employed on **December 5, 2023**.

DEPARTMENT: Public Works

Position Title	Number
Groundkeeper II	1
Greenskeeper	1

DEPARTMENT: Sheriff's Office

Position Title	Number
Head Cook	1