

Collective Bargaining Agreement

By and Between

The County of Erie

and

The Sheriff of Erie County

and

**Erie County Sheriff's
Police Benevolent Association**

Covering Calendar Years
2022-2026

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STATEMENT OF PURPOSE

This Agreement entered into by the County of Erie, New York, and the Sheriff of Erie County, co-employers, hereinafter referred to as the “Employer” and Erie County Sheriff’s Police Benevolent Association hereinafter referred to as the “Union” has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of establishing salaries, wages, hours, and other conditions of employment and the administration of grievances arising there-under for the term of this Agreement for all Erie County Sheriff’s Office employees in all classifications reflected in Schedule “A” as determined by the New York State Public Employment Relations Board to be in the bargaining unit.

ARTICLE II

MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all the authority, rights and responsibilities possessed by the Employer are retained by it, including, but not limited to the right to determine the mission, purposes, objectives and policies of the Employer; to determine the facilities, methods, means and number of personnel for the conduct of Employer programs; to administer the merit system including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify, and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE III

PLEDGE AGAINST DISCRIMINATION AND COERCION

SECTION 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability, gender identity or expression, familial status, pregnancy related condition, sexual orientation, and retaliation for opposing unlawful discriminatory practices. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 2. In connection with the Equal Employment Opportunity Program of the United States, the Employer pledges its full support to Executive Order 11246 of September 1965 as amended by Executive Order 11375 dated October 13, 1968, in continuing its well-established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or national origin, which policy the Union enthusiastically endorses.

SECTION 3. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

SECTION 4. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any lawful employee activity in an official capacity on behalf of the Union.

SECTION 5. The Union recognizes its responsibility as Bargaining Agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

SECTION 6. The Union agrees that it will not interfere with, coerce, or intimidate any of the employees into joining the Union. The Union recognizes that no employee is required to join the Union and every employee has the right to join or refrain from joining the Union.

ARTICLE IV

NO STRIKE CLAUSE

SECTION 1. The Union recognizes the status of the Erie County Sheriff's Office employees as "public employees" and the provisions of law applicable thereto.

SECTION 2. The Union shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Union shall exert its best efforts to prevent and terminate the same.

SECTION 3. No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE V

DUES CHECK OFF AND AUTHORIZATION

SECTION 1. An employee desiring to become a member of the Union may execute a written authorization in the form annexed hereto as Schedule "B." Upon receipt of the authorization

from an employee, the Employer shall, pursuant to the authorization, deduct from the employee's wages, dues, each pay period.

SECTION 2. The Employer following each pay period from which those deductions are made will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:

Erie County Sheriff's Office Police Benevolent Association, Inc.
P.O. Box 932
Orchard Park, New York 14127

SECTION 3. The Union shall certify to the Employer in writing the current rate of membership dues and shall give the Employer thirty (30) days notice prior to the effective date of any changes.

SECTION 4. A deduction authorized by any employee shall continue as long as so authorized unless and until such employee notifies the Personnel Commissioner of the County of Erie of his desire to discontinue or to change such authorization in writing and by registered mail and the Employer shall forward a copy of the employee's notification to the Union.

SECTION 5. The Employer further agrees to grant to the Union an exclusive payroll deduction of premiums for an employee organization sponsored insurance program.

SECTION 6. "Agency Shop" Agency Shop fee deductions, of an equal amount to Union membership dues, shall be continued for the term of this Agreement. Such amount shall be deducted from an employee's wages each pay period and shall be transmitted at the same time and to the same office as set forth in Section 2 above, The Union agrees to hold the Employer safe and harmless because of said deduction.

SECTION 7. If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from a bargaining unit member's pay check, such deduction shall be made from the next pay check of the bargaining unit member and submitted to the collective bargaining representative. The Employer shall not be liable to the collective bargaining representative, bargaining unit member or any party by reason of the requirements of this article of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

ARTICLE VI

BULLETIN BOARDS

SECTION 1. The Employer agrees to provide space and the Union agrees to purchase bulletin boards approximately 3' by 3' in size for the exclusive use of the Union to post notices and

other Union information excluding any information of an inflammatory nature, at each of the following work installations:

- (a) 10 Delaware Avenue
1st Floor - Payroll
- (b) Deputies Room - Rath Building
Deputies Room - 291 Pearl Street
Deputies Room - 290 Main Street
Deputies Room - Convention Towers - 43 Court Street
- (c) 134 W. Eagle Street
Transportation Room
4th Floor - Civil Division
- (d) Substations (one board per substation)
- (e) Patrol Services
Headquarters - Chestnut Ridge
Detective Bureaus
Break room

ARTICLE VII

ACCESS TO PREMISES

The Employer agrees to permit no more than four representatives of the Union to enter the premises of the Employer at any hour after permission from the Division Head or his designee has been granted for individual discussions of working conditions with employees and the administration of the Collective Bargaining Agreement, provided such representatives or the discussions do not unduly interfere with the performance of duties assigned to the employees.

ARTICLE VIII

NOTIFICATION OF NEW EMPLOYEES

The Employer, through the County Personnel Office agrees to submit to the Union each Month the list known as "Personnel Changes" of new Union employees hired, their job classification, home address, and whether their employment is on a permanent, provisional, or temporary basis.

ARTICLE IX

HOURS OF WORK

SECTION 1. REGULAR HOURS

(a) The regular hours of work each day shall be consecutive. References to consecutive hours of work in the balance of this Article shall be construed to include lunch periods.

(b) Patrol deputies and supervisors ("employees") assigned to road patrol duties within the department shall work twelve (12) hour shifts as more fully described hereinafter and as illustrated in Exhibits "A" and "B" hereto.

(1) The schedule will be fixed to two (2) shifts. It is understood that bids will be for shift and district. Starting times for the night shift will be 6:00 p.m. Starting times for the day shift will be 6:00 a.m. Shift bidding will commence upon signing of the agreement and will be covered by the applicable sections of the CBA.

(2) The parties agree the schedule requires the conversion of the schedules of those PBA members who have been or are granted 207-c/Line-of-Duty (LDI) injury status or extended sick leave. Those members granted this status shall have their work schedules switched to Monday through Friday. 9:00 a.m. to 5:00 p.m.

(3) With this 12 hour schedule, patrol deputies and supervisors during the course of the trial period will be earning four (4) hours of overtime per bi-weekly pay period as built into this schedule. This additional overtime will be paid at the members overtime rate or at the members' election in the form of compensatory time off at time and one-half of the overtime hours worked.

(4) Shift differential as per CBA Article XVII, § 5, and as it may be modified by the currently pending application for legislative imposition and/or any subsequent arbitral award affecting the time period governed by this agreement, will be paid for hours worked on the night shift (6:00 p.m. to 6:00 a.m.) only.

(5) Any employee working a twelve (12) hour shift who shall work in excess of his or her twelve (12) hour schedule shall be paid overtime at their applicable rate for all time worked in excess of his or her regularly schedule twelve hour shift.

(6) Employees working the twelve (12) hour shift shall work an eight (8) hour shift for their in-service and range training days. The employees working the twelve (12) hour shift who are assigned to the SWAT, URT and Aviation teams shall work an eight (8) hour shift during their monthly scheduled training sessions.

(7) The parties acknowledge the twelve (12) hour schedule requires the conversion of leave credit accruals from day to hour increments. This is how the accrual balances are currently reflected and accrued in the paychecks. If it becomes necessary, the parties agree to negotiate the conversion rates and any issues relating to paid holidays, vacations, sick leave, personal leave, bereavement leave, family illness and all other forms of leave credits as expeditiously as possible and to append the negotiated conversion schedule to this agreement. All leave taken pursuant to the contract shall be charged based upon actual hours used.

(8) Holiday Pay (CBA Article XII § 4) will be paid to those employees whose shifts starts on the designated holiday only.

(9) During the duration of this agreement, line-up [CBA Article XVII § 8(a) and Article XIII § 3(b)] will be eliminated for all Patrol deputies working the twelve (12) hour shift. Employees will be required to be ready for duty at the beginning of their shift. Supervisors will have their line-up reduced to fifteen (15) minutes and will continue to receive line-up when taking vacation [CBA Article XIII § 3(b)].

(10) For the duration of this trial period, the work period for the Fair Labor Standards Act shall be considered to be twenty-eight (28) days.

(11) The parties acknowledge the complexities inherent in implementing the twelve (12) hour shift and agree to use their best efforts to amicably resolve any issues that may arise as a result of the implementation of the new schedule.

(12) The parties agree that all of the terms and provisions of the existing collective bargaining agreement not modified by this agreement shall remain in full force and effect, and that this agreement shall become a part of any agreement or imposed set of working conditions that may cover or affect the time periods set forth herein subject to the provisions provided in paragraphs (b) and 1 herein.

(13) Nothing contained herein is meant to affect CBA Article XXVII.

SECTION 2. WORK WEEK

The normal work week shall consist of five (5) eight (8) hour days with two (2) consecutive days off, except as otherwise provided in this Agreement.

SECTION 3. SHIFT CHANGE

(a) No employee shall have a shift schedule or day off schedule changed for the purpose of avoiding a payment of overtime.

(b) No employee assigned to a platoon shall have a shift schedule or day off

schedule changed for the purpose of avoiding a payment of holiday pay.

- (c) Where the Employer feels that circumstances necessitate a shift change then notice of such a change shall be given to the employee no less than seventy-two (72) hours in advance of the start of the shift such changed work schedule is to commence.

SECTION 4. WORK SCHEDULES SHOWING EMPLOYEE SHIFTS

Work shifts, days and hours shall be posted on all appropriate bulletin boards at all times and shall be posted on the preceding Thursday of each work week. In the event such schedule is not posted by Thursday, the Sheriff or his designee shall be responsible for notifying any employee whose schedule is changed from the regular schedule for the coming week.

SECTION 5. LUNCH PERIODS AND MEALS

All employees covered by this Agreement shall have a paid lunch period of at least one-half (1/2) hour. It is agreed that lunch periods must be taken within the scope of the employee's duties and any employee may be required to stay on his post.

ARTICLE X

REPORTING TIME

SECTION 1. COURT TIME

(a) Any employee who, in connection with his duties is required to appear in any court or before any regulatory or administrative agency at any other time than his regularly scheduled work period shall receive a minimum of two (2) hours pay at time and one-half (1 & 1/2) for the first court appearance and a second appearance and subsequent appearance are at actual time spent at straight time.

(b) No employee shall be eligible for court appearance pay for any appearance that is made while on vacation time, comp time or personal leave time unless said time off has been approved prior to receiving the court appearance notification. Further, no employee may appear in court while on sick leave unless prior approval has been obtained from the court liaison officer or the employee's respective Division Head or his designee.

SECTION 2. EMPLOYEES TRAVEL EXPENSE

The Employer agrees to reimburse all employees while in travel status in the performance of their official duties for hotel lodging, meals, and incidental expenses related hereto in line with the policy of the Employer as reflected in the attached Schedule "C."

SECTION 3. OVERTIME

(a) Employees requested to work approved overtime will receive time and one-half such employee's straight time hourly rate for all hours worked in excess of eight (8) hours in any work day or in excess of forty (40) hours in any work week. Excluded from computations of eight hour per day and forty hours per week to be worked for the purposes of the overtime premium of one-half (1/2) are all sick leave.

(b) All overtime worked shall be paid promptly and no later than the next payroll check, except that employees wishing to receive compensatory time off in lieu of overtime shall be allowed to accrue and maintain a compensatory time bank, calculated at one (1) and one-half (1/2) times their regular rate of pay for each hour of overtime worked up to a maximum of one hundred twenty (120) hours. This compensatory time benefit is to be in lieu of all other compensatory time benefits.

(c) Employees required to seek medical treatment as a result of an injury while on the job will be paid up to a maximum of four (4) hours if said medical treatment goes beyond the completion of their tour of duty.

(d) In-Service Training:

1. Sheriff's Deputies who are assigned to a Patrol Platoon shall attend mandatory In-Service Phase One Training on a scheduled RDO to be determined by the Sheriff; and
2. Sheriff's Deputies who attend such training shall receive twelve (12) hours of compensatory time; and
3. Scheduled training, however, is subject to change by the Sheriff upon seventy-two (72) hours notice to the PBA; and
4. Should a Sheriff's Deputy have attained the compensatory time bank maximum of one hundred and twenty (120) hours said Deputy shall be compensated for said hours of training and shall not be permitted to add the hours spent in said training to their compensatory time bank; and
5. The PBA agrees that it will not grieve the issue of PBA members who receive pay for the training rather than compensatory time because said Deputy have attained the compensatory time bank maximum of one hundred and twenty (120); and

SECTION 4. DISTRIBUTION OF OVERTIME

So far as it is practicable, without reducing efficiency of work performance or the need of the Employer, opportunities to perform overtime work shall be distributed as equally as possible among the employees working that present shift in the needed job classifications, provided the employees are qualified to perform the overtime work required. The method and

requirements for distributing overtime shall be as follows:

(a) Work in progress shall be completed by the employee performing the work at the time the determination was made that overtime was necessary, regardless of such employee's seniority or amount of previous overtime. It is understood that such overtime is mandatory and may not be refused,

(b) Overtime work shall be offered to employees working the present shift on the basis of seniority and shall be equitably distributed among employees who normally perform such work. Each employee shall be selected in turn according to his place on the seniority list for that shift by rotation, provided, however, that the employee whose turn it is to work possesses the qualifications and ability to perform the work required as determined by the Sheriff.

(c) An employee requesting to be skipped when it becomes his turn to work overtime shall not be rescheduled for overtime work until his name is reached again in orderly sequence and an appropriate notation shall be made on the overtime roster.

(d) In the event no employee wishes to perform the required overtime work, the Employer shall rotate the assignment of such required work by the use of inverse departmental seniority to assign the necessary employees to perform the work in question.

(e) In an emergency determined by the Sheriff in his sole discretion, such overtime may not be refused.

(f) If an employee is skipped or denied an opportunity for overtime work in violation of this Agreement, upon giving formal notice of same in writing and upon verification, he shall be given preference to elect overtime regardless of seniority or amount of overtime previously worked when it becomes available to his shift.

(g) Should any employee refuse overtime work when it may not be refused (Section 4, (a) or (e)) he shall subject himself to disciplinary action.

(h) An overtime roster shall be available for inspection by employees and/or union representatives, upon request, within a reasonable amount of time after the request is received. Employees and union representatives shall keep such request to a reasonable number. If the Union requests a copy of the overtime roster each month, a copy will be made available for posting by the union, if they so desire.

SECTION 5. PROBATIONARY PERIOD

(a) Every new employee who is appointed to fill a permanent position shall be subject to a probationary period of not more than fifty-two (52) weeks, excluding training period and any authorized or unauthorized leaves in excess of an aggregate of ten (10) work days during the

probationary period. Upon completion of the probationary period the appointee will be granted all of the rights and privileges of permanent status employees. New employees who successfully complete their probationary period shall be entered on the seniority list retroactive to their initial date of hire.

(b) The Union shall represent all probationary employees for the purpose of collective bargaining in respect to wages/salaries, hours and other conditions as set forth under Article 1 of this Agreement, except in proceedings for discipline and discharge.

SECTION 6. SENIORITY

(a) Effective January 1, 2001, seniority, whenever used in this Agreement, shall be defined as an employee's length of continuous service as a full time employee within the bargaining unit. New employees who become members of the Sheriff's Office shall have their seniority for purposes of retention, amount of vacation and sick leave credit accruals and assignment of salary steps determined pursuant to Article 70 and Article 80 of the Civil Service Law or any other applicable statute. For purposes of vacation selection, shift and job assignment bids and BRDO selection seniority shall begin with the first date of service in the bargaining unit to the extent permitted by law.

(b) When multiple employees are hired on the same day, seniority ranking shall first be determined by test scores, if the test scores are the same, the tie breaker shall be social security numbers using the last two (2) digits of the social security number, with the most senior being the individual with the lowest numerical value (i.e. 01 more seniority than 99).

(c) Every six (6) months the Employer agrees to furnish the Union an up-to-date seniority list showing the continuous service of each permanent employee within the Sheriff's Office. The seniority lists will show the names, job classifications, and date of hire of all employees entitled to seniority.

(d) It is agreed and understood that where applicable, Civil Service Law will supersede the seniority defined above in all competitive class positions.

SECTION 7. BREAKS IN CONTINUOUS SERVICE

For the purpose of seniority an employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement. If an employee returns to work in the same job title within one year, the break in continuous service shall be removed from his record.

SECTION 8. CALL IN PAY

An employee called in to work hours other than his or her regularly scheduled shift shall be compensated at a minimum of three (3) hours at time and one-half (1 & 1/2) the regular hourly rate. This minimum shall not apply to hours immediately preceding or following the

employee's normal work schedule.

ARTICLE XI

WORK FORCE CHANGES

SECTION 1. PROMOTIONS - COMPETITIVE CLASS

(a) The Employer shall promote to competitive class positions pursuant to New York Civil Service Law, as amended from time to time.

(b) Supervisory Promotions —Effective 1/1/91 Employees who are promoted to the following titles only shall be promoted from the step they are in at the time of promotion to the same step in their new salary grade.

- (1) Captain
- (2) Lieutenant
- (3) Sergeant (Including Technical Sergeants)
- (4) Senior Detective
- (5) Detective Deputy

Effective 1/1/91, employees who are serving in one of the above titles shall, for their 1991 increment only, be elevated two (2) steps at the time the increment is due. The employee shall move two (2) steps even if it results in moving into the longevity steps and such movement shall be made without serving the waiting period called for in Article XVII, Section 6.

The ECSO and the County agree that they will provide written notification to the ECS PBA of the placement and/or change of a title in any existing salary grade.

SECTION 2. TEMPORARY ASSIGNMENTS

An employee temporarily assigned to a higher level encumbered position during a continuance of a temporary emergency not in excess of fifteen (15) consecutive days of actual work by such employee in the higher level position shall not be eligible for a salary increase. This includes assignments for vacation substitutes and for training purposes. An employee assigned to a higher level encumbered position for 15 or more consecutive days of actual work shall be paid for a salary increase while assigned to that position retroactive to day one, but only after reaching the 15 or more day threshold per occurrence. The higher rate shall not apply for days not worked (i.e., sick days off). The employee will be paid at the new rate until his return to his prior assignment. However, if the assignment is to an encumbered position from which the incumbent is on authorized leave without pay, such employee will be eligible for the new rate immediately upon actually assuming the assigned position.

SECTION 3. DEMOTION

(a) An employee who is relegated back to his previous job from a higher classification to which he was provisionally appointed because of his inability to prove to the Employer that he was able to fulfill the standards of the job, or pass a Civil Service examination required for permanent appointment to that job, or who voluntarily relinquishes such job, shall not be considered as demoted.

(b) An employee who is relegated back to his previous job from a detail assignment shall not be considered as demoted.

SECTION 4. LAY-OFF

(a) In the event the Employer plans to lay off employees for any reason, the Employer shall make a good faith effort to meet with the Union to review such anticipated lay off at least thirty (30) days prior to the date such action is to be taken.

(b) The Employer shall forward a list of those employees being laid off to the Union on the same date that the notices are issued to the employees.

(c) The Employer will give twenty-one (21) calendar days' notice of layoff. This applies to employees who are initially laid-off because their position has been abolished and not to any employees who are retrenched as the result of any bumping procedures under this Agreement, or for competitive class employees, the New York Civil Service Law.

SECTION 5. LAY-OFF PROCEDURE

(a) The retrenchment and recall of all competitive class employees in the bargaining unit shall be pursuant to Sections 80 and 81 of the New York Civil Service Law as amended from time to time.

(b) Total departmental seniority will govern with respect to lay-offs and recall in any job classification.

(c) The Employer will be liable for any error on a separation or lay off from the date of the error. If, however, the employee discovers the error and fails to file a grievance, the Employer will be liable only from the date a grievance is filed.

SECTION 6. RECALL

(a) Notice of recall shall be sent to the employee at his last known address by certified mail. If any employee fails to report for work within fifteen (15) days from the date of mailing of notice of recall he shall be considered a quit. Recall rights for an employee shall expire after a period equal to his seniority, but in no case more than three (3) years from the date of layoff.

Written notice of expiration of recall rights shall be sent to the employee at his last known address by certified mail.

(b) No new employee shall be hired into a particular classification until all employees on lay off status in that classification desiring to return to work have been recalled.

SECTION 7. CONSOLIDATION OR ELIMINATION OF JOBS

The Employer will give twenty-one (21) days' notice of any consolidation or elimination of jobs to the Union and provide the Union an opportunity to discuss the placing of the affected employees within the Sheriff's Office.

SECTION 8. INVOLUNTARY REASSIGNMENT

When a deputy is reassigned involuntarily to another shift, sub-station or detail, he or she may request in writing from the Sheriff the reason for such reassignment. Both the request and the written response shall become part of the deputy's personnel file. It is understood that the term "for the good of the service" without additional clarification shall not constitute a valid response and such reassignments shall not be utilized for disciplinary reasons. Such reassignment of shift only shall be in inverse order of seniority.

When a deputy is reassigned involuntarily he or she shall receive the necessary training and equipment to properly perform the duties associated with the new position.

SECTION 9. SHIFT PREFERENCE

(a) Whenever a permanent shift vacancy occurs or is created, if the Employer determines to fill the vacancy and maintain such job assignment on the shift, an announcement of the vacancy shall be posted on all official Bulletin Boards for a period of ten (10) calendar days. During said ten (10) calendar day period employees may bid to the posted shift vacancy. If two (2) or more eligible employees bid for the position the employee with the greatest length of seniority shall be given preference.

(b) It is understood the vacancy to be bid upon shall be that vacancy which results after employees who are working on the shift in which the vacancy occurs or is created select their RDO's (regular days off) according to departmental seniority and the remaining unselected RDO's shall be in the vacancy to be posted and bid pursuant to Article XI, Section 10(a).

(c) No employee may utilize this process again for at least one (1) year from the date of assignment change. Employees must also have eighteen (18) months of continuous service with the Sheriff's Office to be eligible for assignment requests.

SECTION 10. FLEET SUPERVISOR

In regard to the Improper Practice Charge U-31044 (Fleet Supervisor) the County and Sheriff agree to assign the responsibilities of the Fleet Supervisor to a PBA member no later than June 15, 2012.

SECTION 11. DISTRICT ASSIGNMENT

(a) The areas of the County for which the Sheriff's Office provides services are currently divided into five (5) districts, such Districts being: (1) Grand Island, (2) Clarence, Akron, Newstead, Alden, (3) Elma, Marilla, Wales, (4/7) Boston, Colden, Concord, Sardinia, Springville; (5/6) North Collins, Brant, Collins, Reservation/Seneca Nation (SNI).

(b) The parties, by mutual agreement, wish to amend the Memorandum of Agreement duly executed in September 2010 for PBA members assigned to Road Patrol to bid on assignments by District and Platoon (A, B, C, D), according to seniority, to the following assignments:

- Rath Patrol;
- Transport, including Day and Afternoon Watch;
- (1) Grand Island;
- (2) Clarence, Akron, Newstead, Alden (Town and Village);
- (3) Elma, Marilla, Wales;
- (4/7) Boston, Colden, Concord, Sardinia, Springville;
- (5/6) North Collins, Brant (6) Collins, Reservation/SNI.

(c) The parties agree as follows:

1. Once a year, each Sheriff's Deputy assigned to patrol work in a District (including the Rath Patrol, Transport and District assignments) shall have the right to choose his/her District and Platoon assignment based upon seniority, as is defined in Article X, section 6 of the CBA.
2. Before December 1, the Sheriff will distribute bid forms for District and Platoon assignments to all Sheriff's Deputies who are assigned to the Road Patrol (including the Rath Patrol, Transport and District assignments). The bid form will allow each Sheriff's Deputy assigned to the Road Patrol to indicate his or her priority of selection on a form agreed upon by the Parties for his/her preferred District and Platoon selections.
3. The bid form shall be completed by the Sheriff's Deputies and returned to the Sheriff or his designee on or before December 15.
4. The Sheriff's Office shall inform the Sheriff's Deputies and the ECS PBA of the date the bidding will take place and the start time for the bid procedure. The

bidding procedure date will take place no later than January 1. The bid procedure shall be jointly administered and supervised by the Sheriff or his designee and a representative of the ECS PBA.

5. Choice of District and Platoon assignment (including the Rath Patrol, Transport and District assignments) will be offered to Sheriff's Deputies on the basis of departmental seniority, as is defined under Article X, section 6 of the CBA.
6. The Sheriff or his designee shall establish the District and Platoon assignments for the upcoming year, on the basis of department seniority and consistent with the bidding procedure set forth in ¶4 above and will immediately post these new District assignments on each PBA bulletin board.
7. New District and Platoon assignments will take effect no later than the day shift in the first full pay period in January and shall expire on implementation of the following bid.
8. The Sheriff reserves the right to deny a Deputy's request for assignment to a particular District, so long as the Sheriff provides prior written notification to that employee of good and sufficient reason for such denial. It is understood that "for the good of the service" shall not constitute a valid reason and the Sheriff shall not deny District assignments for disciplinary reasons.
 - a. The ECS PBA clearly understands that the Sheriff reserves the right to deny a Deputy's request for assignment to a particular district based on a poor time/attendance or lack of productivity or sustained professional standards complaints or disciplinary history or other sufficient reasons that will undermine the effectiveness of the office, the Sheriff and or his designee will issue and serve a written warning before denying a Deputy's request for his /her substation assignment.
9. The Sheriff reserves the right to determine and change the number of Deputies assigned to any District. The Sheriff also reserves the right to temporarily change a Deputy's District based upon the following: vacations, sick calls, and temporary emergency strains on staffing needs. It is clearly understood that the temporary changes mentioned in this section are not covered by seniority and will be made at discretion of the Chief of Police Services, Captain, on-duty watch commander or approved designee.
10. In the event that a dispute arises over the meaning, application, or interpretation of the terms of this Section, the parties agree to utilize the Grievance Procedure set forth in Article XXI of the CBA to resolve such dispute. However, a temporary change of District because of issues outlined in Paragraph 8 or a permanent

change in the number of staff assigned to a District shall not be subject to the Grievance Procedure.

- a. The deputy who has their District assignment changed shall be entitled to reimbursement shall not exceed \$5,000.00 for including, but not limited to the following: additional travel expenses and mileage, lost overtime, lost court time and such other remuneration/reimbursements as the Arbitrator deems appropriate. The Sheriff will agree to expedite an arbitration protesting said change and avoid any unnecessary delays to settle disputes. The Sheriff agrees to waive the requirement for the ECS PBA to follow Steps 1 and 2 of the grievance procedure should it bring a grievance relative to said change. In no way is this to add or detract from rights as outlined in Article XI, section 8.
 - b. If an arbitrator rules in favor of the ECS PBA the Sheriff will move the deputy back to his/her substation bid within 72 hours of receiving the decision.
11. The positions eligible for bid include: Rath Patrol (both day shifts), Transport - including Day and Afternoon Watch, and Road Patrol Platoons: A, B, C, D. These positions to include district assignment with the number of available positions in each district made known by the Sheriff's Office. District assignment to be used as follows: 1) Grand Island, 2) Clarence, Newstead, Alden (Town and Village), 3) Elma, Marilla, Wales, 4/7) Colden, Boston, Holland, Sardinia, Concord, Springville, 5/6) North Collins, Collins, Brant, SNI.
12. The term of this Section of the CBA shall be from January 1 each year through and including December 31 of each year.

SECTION 12. STAND-BY TIME

The PBA recognizes that to provide continuity of services to the public and to ensure operational sustainability in the interest of public safety, members may be required, at times, to remain available while off-duty to return to work to perform certain police functions. The Sheriff or their designee may authorize the implementation of designated responders for operational policing duties where an immediate response is required and such designated responder will be required to maintain a state of immediate operational readiness. A member designated for immediate operational readiness will be available to return for duty immediately when called and will be deemed to be on Stand-By/On-Call.

A member on Stand-by/On-Call will:

- 1) Remain immediately deployable;
- 2) Remain in the local vicinity/service area;
- 3) Abstain from alcohol consumption and cannabis use/consumption;
- 4) Be reachable at a known telephone number; and
- 5) Be readily available to return for duty when contacted.

The Stand-By/On-Call designation applies when operational policing duties requires immediate action/response. A member designated to be on Stand-By/On-Call will be permitted to drive his/her service vehicle/"take-home" vehicle, if so assigned, to ensure a prompt/timely response in the event of activation/deployment.

An off-duty member designated on Stand-By/On-Call will be compensated with payment of one hour to be paid at his/her straight time rate for each four hour period he/she is on Stand-By/On-Call. If the member is activated/deployed/required to return for duty, the member shall be compensated in accordance with Article IX, Section 8 (Call-In Pay.)

ARTICLE XII

HOLIDAYS

SECTION 1. HOLIDAYS RECOGNIZED AND OBSERVED

The following days shall be recognized and observed as paid holidays:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

SECTION 2. HOLIDAYS FALLING ON WEEKENDS

For non-12 hour shift employees, whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

SECTION 3. HOLIDAYS TWENTY-FOUR HOUR COVERAGE

In each Division where twenty-four (24) hour coverage is necessary, the Holidays of New Year's Day, Independence Day and Christmas Day for the purposes of Holiday Pay shall be paid on the actual calendar date rather than the date celebrated.

SECTION 4. HOLIDAY PAY

An employee who works on a holiday (those listed in Article XII, Section 1 or in conjunction with Article XII Sections 2 and 3) shall be paid at the rate of time and one-half his regular rate for all hours worked or receive compensatory time at the same rate.

SECTION 5. SCHEDULED WORK

An employee must have worked his last scheduled work day prior to the Holiday and the first scheduled work day after the Holiday to receive compensation for the Holiday, unless excused by the Sheriff. It is understood that the Sheriff has sole discretion in determining whether or not such absence is excusable, whatever the nature of the absence.

ARTICLE XIII

VACATIONS

SECTION 1. VACATION CREDITS.

(a) Vacation credits will accrue and be available for use on a bi-weekly pay period basis for full-time employees after the first pay period of employment providing they are on a compensable pay status for forty (40) or more hours (five (5) or more working days) each pay period.

(b) An employee may be granted one (1) days' vacation or a partial day's vacation, work requirements permitting, if approved by the appropriate Division Head. It being further understood that any such changes would not affect other employees whose vacation schedules have been previously approved. Notwithstanding the foregoing in an emergency situation, all vacations are subject to change or cancellation by the Sheriff.

SECTION 2. LENGTH OF SERVICE CREDITS

Credits for length of service shall be granted to each employee on January 1 of each year in accordance with the following schedule:

Length of Service	Rate Per Pay Period	Rate Per Year
From date of employment through completion of two years	3.08 hours	80.08 hours
From 2nd year anniversary through completion of nine years	4.62 hours	120.12 hours
From 9th year anniversary through completion of sixteen years	6.16 hours	160.16 hours
From 16th year anniversary through completion of twenty-five years	7.70 hours	200.20 hours

From 25 year anniversary through all successive years of service	9.23 hours	239.98 hours
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At the end of the calendar year, unused Vacation, up to 48 hours, may be sold back to the County and Sheriff's Office.

SECTION 3. PAYMENT OF VACATION CREDITS

(a) Employees will become eligible for payment of earned vacation credits after their first anniversary date of employment. Thereafter, an employee may be granted his yearly vacation credits as set forth in Section 2 above at any time during the calendar year in which his successive anniversary dates fall. Thus, such an employee may be permitted to utilize his yearly vacation credits prior to the date (i.e., anniversary date) he has fully earned them. However, it is understood that at the time such employee separates from County service for any reason whatsoever, he shall immediately reimburse the County for any vacation credits paid which have not been earned as of the date of separation.

(b) Vacation pay shall be the regular straight time rate of pay in effect for the employee's regular position at the time he takes his vacation. The vacation pay shall also include shift differential, if applicable, and line-up time at the appropriate time and one-half rate.

(c) An employee will be granted his vacation credits in units of no less than one (1) week unless a lesser period of time is mutually agreed to by the Sheriff or appropriate Division Head and the employee.

(d) If a holiday occurs during an employee's vacation, the holiday shall not be charged against vacation credits. An employee on paid sick leave, jury duty, time on paid vacation or full pay status will be considered as time worked in determining vacation credits.

(e) An employee who is on layoff or is terminated for just cause will be paid for the vacation credits accumulated by him during the employee's current calendar year and all other vacation credits in the employee's bank, if any.

(f) A leave of absence without pay or a resignation followed by reinstatement to the same job title in the County Service within one (1) year shall not constitute an interruption of services for the purpose of this provision, provided, however, that the period of leave without pay between resignation and reinstatement, shall not be counted in determining vacation credits per year or rate per month.

(g) An employee who resigns, retires, or is laid off prior to taking his vacation, shall be compensated for the accumulated vacation credits. The employee's estate will receive compensation for an employee's unused vacation in case of the death of an employee.

SECTION 4. VACATION BANK

An employee who fails to utilize vacation credits in the year he is eligible to take them, shall be permitted to accumulate up to a maximum of twenty (20) vacation days in a vacation bank.

SECTION 5. VACATION PERIOD

An employee with the greatest seniority by shift shall be given their choice of vacation periods, subject to the following paragraph:

It is understood that the Sheriff may limit to two (2) weeks the length of vacation any employee takes at one time; that he may limit the number of employees on vacation at any one time, that he may designate certain dates as periods during which no vacations may be scheduled and that he may alter or change vacation assignments if an emergency arises.

SECTION 6. VACATION SCHEDULES

Vacation schedules shall be posted in each division during the first week of January of each year. Employees are required to make their selections no later than March 1st for the year in question by notification to the Division Head on appropriate forms. Employees will receive notification relative to their vacation request no later than April 1st. Employees may cancel their vacations only with the approval of the Division Heads and if approval is given the vacation period will be posted for possible use by other employees on the same shift.

SECTION 7. TRANSFER OF VACATION CREDITS

If an employee is promoted or transferred to another County department, vacation credits will be transferred.

ARTICLE XIV

PAID LEAVES

SECTION 1. BEREAVEMENT PAY

An employee who has a death in the immediate family (parent, spouse, brother, sister, children, grandparents, grandchildren, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster child, step child, stepparent or other relative who is an actual member of the employee's household) shall be given time off without loss of pay up to a maximum of five (5) consecutive calendar days from and including the date of death. However, if the death occurs after the employee reports to work, that day will not be counted as one of the five (5) consecutive calendar days and upon giving appropriate notice, such employee will be allowed to leave for the remainder of the shift without loss of pay.

SECTION 2. PERSONAL LEAVE

(a) Full time employees including temporary and provisional personnel will become eligible for, and receive, 32 hours personal leave after one year of continuous service and also become eligible and receive the same allowance for each succeeding year of employment providing they are on a compensable salary and wage basis for at least six months of continuous service in the preceding anniversary year and otherwise meet all eligibility requirements.

(b) Personal leave is not cumulative from year to year. Unused personal leave credit shall be added to an employee's accumulated sick leave bank at the end of the employee's anniversary year. This addition does not extend the permissible accumulation of sick leave beyond the maximum of 1800 hours.

(c) In order for the Sheriff or his designee to arrange for adequate work coverage, applications for personal leave must be filed by an employee on a prescribed form with the Sheriff or his designee at least five (5) working days in advance. In case of emergency, the five or three days of advance notice may be waived by the Sheriff or Undersheriff, or their designee, within their sole discretion. It is understood by and between the parties that the granting of any Personal Leave is dependent upon the manning requirements of the Sheriff's Office. All requests must receive the approval of the Sheriff or his designee and shall not be granted in less than one-half day units.

(d) In cases of reinstatement into the same position within one year or transfers to another position within the bargaining unit, unused personal leave/credits shall be restored or transferred.

SECTION 3. JURY DUTY

(a) On proof of the necessity of jury service or attending Court for other than personal matters and upon written proof of such service or attendance in court, employees shall be excused, with pay, from regularly scheduled work as regulated by (b) of this Section.

(b) Employees shall be excused with pay from any regularly scheduled work hours which fall during actual jury duty service or court attendance. Employees shall also be excused with pay from any regularly scheduled work which falls during the eight (8) hours immediately preceding and/or immediately following actual time service on jury duty.

(c) Employees required to serve jury duty shall have their schedules changed to Monday through Friday during the time of such jury duty, and, at the conclusion of such jury duty the shift in schedule and assignment shall revert to what it was prior to jury duty.

SECTION 4. CIVIL SERVICE EXAMINATIONS

When an employee is scheduled to work, he shall be allowed a day off, regardless of shift, with pay to take open competitive and promotional examinations, but only such examinations which would result in employment by the County of Erie. Such examinations are limited to those which are of equal or higher pay grade. The employee shall submit a request

for such leave two (2) weeks before the scheduled examination and submit proof that he took said examination.

ARTICLE XV

SICK LEAVE

SECTION 1. SICK LEAVE ALLOWANCE

(a) All full time permanent employees in the bargaining unit shall earn sick leave immediately upon entering the service of the Employer at the rate of 4.62 hours per pay period..

(b) Temporary employees and provisional employees without permanent status will not be entitled to sick leave until the completion of six (6) months of continuous service.

(c) Effective upon ratification, employees will be allowed to accumulate eighteen hundred (1,800) hours of sick leave.

SECTION 2. REASON FOR GRANTING SICK LEAVE

Sick leave with pay shall be granted by a Division Head to an employee when incapacitated or unable to perform the duties of his position by reason of:

(a) Sickness or injury that is non-service connected.

(b) Serious illness in the employee's immediate family, requiring care and attendance of employee. Immediate family shall include parent, spouse, brother, sister, children or grandparents; or other relative who is an actual member of the employee's household. For absences of two (2) consecutive work days or more a certificate or affidavit issued by the attending physician certifying to the necessity for the attendance of the employee shall be filed with the Commissioner of Personnel or his designee and sick leave for this purpose shall be granted only with his approval.

(c) Quarantine regulations.

(d) Emergency medical or dental visits.

SECTION 3. SICK LEAVE CREDITS

A credit for sick leave under this provision shall be allowed at the ceiling rate of 4.62 hours per pay period for each month of service as above indicated. Sick leave which is not used shall accumulate. No credit for sick leave under this provision shall be allowed unless the employee shall have been on full pay status at least fifty percent (50%) of the working days of the calendar month.

SECTION 4. EXTENDED SICK LEAVE

(a) An employee who has completed the years of service indicated below may receive such additional sick leave with pay as may be recommended by the Sheriff and approved by the Commissioner of Personnel, but no such additional sick leave shall be approved by the Personnel Commissioner in excess of:

Fifteen (15) years of continuous departmental seniority - Five (5) months, effective after ratification of this agreement.

(b) Employees shall be eligible only once for the additional periods of sick leave granted in accordance with the provision. A leave of absence without pay or a resignation followed by reinstatement within one year shall not constitute an interruption of continuous service.

SECTION 5. REPORTING TIME

(a) In case of absence, the time for reporting absence shall be at least one (1) hour before the start of an employee's assigned shift. In case of failure to report within the stated time limits, unless for reasons satisfactory to the Division Head, the absence shall not be deductible from sick leave and shall be considered as time off without pay.

(b) A certificate or affidavit, showing incapacity and inability of the employee to perform his duties issued by the attending Physician, shall be filed with the Commissioner of Personnel in case of absence of more than four (4) consecutive work days. The Commissioner of Personnel and/or the Sheriff or his designee may check further on any illness regardless of certificate or affidavit. If an employee fails to submit proof of illness when required to do so, the absence shall not be deductible from sick leave and shall be considered as time off without pay. If the proof submitted is found to be fraudulent and/or false by the Commissioner of Personnel and does not justify the employee's absence, such absence shall not be deducted from sick leave and shall be considered time off without pay. The Union agrees to cooperate in the reduction of any and all abuses of sick leave.

(c) Employees required to seek medical treatment as a result of an injury while on the job shall be paid up to a maximum of four (4) hours if said medical treatment goes beyond their tour of duty.

SECTION 6. SICK LEAVE RECORDS AND REPORTS

Administrative Services shall maintain an accurate record of the attendance and sick leave status of each employee within the collective bargaining unit. A record of the sick leave status of all Sheriff's Office employees shall be maintained in the office of the Comptroller. Every leave of absence granted by a Division Head shall be promptly reported to the comptroller. Every payroll before being certified shall bear suitable notations thereon of leaves granted. Medical certificates supporting requests for sick leave shall accompany the original copy of the payroll and shall be filed in the Personnel Office. At the close of each month the Division Head or his designee shall give to any employee upon request a record of his accumulated sick leave credits.

SECTION 7. REINSTATEMENT OF SICK LEAVE

When an employee is reinstated in the County service within one (1) year following resignation, he shall receive credit for sick leave that had accumulated at the time of the resignation.

SECTION 8. MEDICAL OR DENTAL VISITS

In the case of emergency or when circumstances require that visitations be made during working hours, the Division Head shall grant time off for medical or dental visits. Such absence to be deducted from accumulated sick leave in units of not less than one (1) hour.

SECTION 9. FRAUDULENT CLAIMS

Any employee found to have requested paid sick leave or has been paid sick leave as a result of filing a fraudulent or false claim for such sick leave pay shall be subject to disciplinary action.

ARTICLE XVI

LEAVE OF ABSENCE WITHOUT PAY

SECTION 1. ELIGIBILITY

(a) Only permanent employees shall be eligible for leaves of absence without pay after satisfactory completion of their probation period.

(b) Temporary and provisional employees without permanent status shall be entitled to military and maternity leave only.

SECTION 2. APPLICATION FOR LEAVE WITHOUT PAY

Application for leave of absence without pay, for any of the reasons cited in this provision shall be filed by the Employee, on the prescribed forms, with the Sheriff. Such application shall state the reasons for the requested leave and the duration thereof. If approved by the Sheriff, the application shall be submitted to the Commissioner of Personnel. It is understood that if the leave is granted, such employee will be permitted to return to the same class title within the same division.

SECTION 3. MATERNITY LEAVE

(a) Employees who are unable to perform the duties of their position because of pregnancy may use sick leave for the period of disability certified by their personal physician. In the event that sick leave is exhausted prior to the employee's ability to return to duty, a

request for leave of absence on the prescribed County form should be submitted to cover the additional period of disability. In either case, the duration of disability indicated by period of leave requested shall be substantiated by a statement completed by the employee's personal Physician.

(b) Leaves for legal adoptions shall be covered under the Family Medical Leave Act.

SECTION 4. SUBSTANTIATION OF REQUEST FOR SICK LEAVE OR LEAVE WITHOUT PAY

(a) A certificate is required from the employee's personal physician specifying:

(1) The date that the employee is no longer able to carry out all normal assigned duties.

(2) The expected date of confinement, and

(3) The date the employees may return to duty shall accompany the request whether it be for sick leave (prescribed County form) or for leave without pay (prescribed County form). In those instances where the duration of certified absence will utilize the employee's sick leave balance, and in addition, a period of leave without pay, all prescribed County forms should be completed at the same time, and the above Physician's certificate used to substantiate both requests.

SECTION 5. LEAVE BECAUSE OF EXTENDED ILLNESS

When an employee has exhausted all of his sick leave credits, and is still incapacitated and unable to perform the duties of his position, or if the attending Physician has recommended a period of rest and convalescence, the Sheriff may grant leave of absence without pay for a period not to exceed one year, subject to extension pursuant to County Civil Service Rules.

SECTION 6. EDUCATION LEAVE FOR VETERANS

Education leave for veterans shall be granted pursuant to Section 246 of the Military Law.

SECTION 7. LEAVE FOR EDUCATIONAL PURPOSES

On the approval of the Sheriff, permanent employees may be granted leave of absence without pay for a period of one year for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his position as determined by the Sheriff in his sole discretion.

SECTION 8. LEAVE OF ABSENCE TO SERVE IN ANOTHER POSITION IN THE COUNTY SERVICE

Leave of absence without pay may be granted by the Sheriff to a permanent employee in competitive class to enable such employee to serve temporarily or provisionally in another position in the classified class.

SECTION 9. LEAVE OF ABSENCE TO ACCEPT EMPLOYMENT OUTSIDE THE COUNTY SERVICE

An employee may request leave of absence without pay to accept employment outside the County service.

SECTION 10. LEAVES FOR OTHER REASONS

Leaves of absence without pay, for reasons other than those cited in this provision, may be granted by the Sheriff only in unusual circumstances, which in his judgment justifies the granting of such leave. If a request for such leave is approved by the Sheriff it will be submitted to the Commissioner of Personnel.

SECTION 11. MILITARY LEAVE OF ABSENCE

(a) Any County employee who is required to render ordered military or naval duty, shall be granted military leave of absence with no loss of time or pay not to exceed thirty (30) calendar days pursuant to Military Law, Sections 242 and 243.

(b) Military Leave pursuant to Section 243 of the Military Law, shall be deemed actual service.

(c) In no case shall an employee utilizing such leave be paid for a regular day off or holiday.

SECTION 12. POLITICAL LEAVE

Any employee who is elected or appointed to an elective public office or who is appointed to a non-elective public office not to exceed four years, may be granted leave or leaves of absence without pay provided written application is made for such leave specifically outlining the extent of leave requested and the public office elected or appointed to. Leaves of absence to non-elective public office may be only granted for periods of one year, but may be renewed. Employees will not accumulate seniority if elected or appointed to a non-County position.

SECTION 13. DENIAL OF LEAVE

It is understood that the Sheriff or the Undersheriff has full discretion in granting or

denying leaves under this Article.

ARTICLE XVII

WAGES AND CLASSIFICATIONS

SECTION 1. DEFINITIONS

(a) "Position" means one of the positions included under one class title in the wage range set forth in the appropriate schedules/table/appendixes of this Agreement.

(b) "Salary/Wage Range" means the range of compensation from the first step to the top step as appearing in the wage range set forth in the appropriate schedules/tables/appendixes of this Agreement.

(c) "Class" means a group of similar positions included under the same title in the wage ranges set forth in the appropriate schedules/table/appendixes of this Agreement.

(d) "Job Group" means a group of classes of positions allocated to the same salary/wage range in the wage ranges set forth in the appropriate schedules/tables/appendixes of this Agreement.

(e) "Increment" means the annual increment for each job group in the classification. Salary and Wage Schedule set forth in the appropriate schedules/tables/appendixes of this Agreement.

(f) "Increment Step" means the point in the increment scale reached through successive periods of actual service, as designated in the Plan of Class, titles and salary/wage ranges set forth in the appropriate schedules/tables/appendixes of this Agreement.

(g) "Actual Service" means active service in the position, after deduction of any periods of leave without pay. Military leave pursuant to Section 243 of the Military Law shall be deemed actual service.

(h) "Work Day" means the normal number of regular consecutive hours an employee is scheduled for work within the confines of the provisions of this Agreement.

SECTION 2. WAGES

(a) The Wages in effect during the term of this Agreement for all bargaining unit employees are set forth in Schedule "D," which is attached hereto and made a part hereof as Salary Schedule Appendix.

(b) Wage increases for the period of this contract are as follows:

- i. January 1, 2022, 5.0% increase;
- ii. January 1, 2023, 3.5% increase;
- iii. January 1, 2024, 3.0% increase;
- iv. January 1, 2025, 3.0% increase;
- v. January 1, 2026, 3.0% increase;

SECTION 3. TRAINEE RATE

New employees shall be hired at a Trainee rate which shall be 6% less than the Step One Salary for that position. Upon reaching the first eligibility date for an increment the employee shall be raised to the first step.

SECTION 4. PAY PERIOD

The salaries and wages of employees shall be paid on the same day every other week and if the payday is a holiday the preceding day shall be the payday.

SECTION 5. SHIFT DIFFERENTIAL

- (a) Shift differential shall be as follows:
 - Two dollars (\$2.00): For all work between the hours of 6 p.m. to 6 a.m.
- (b) During overtime situations the payment of shift differential shall be paid at the rate stipulated in (a) above.

SECTION 6. LONGEVITY PAYMENTS

- (a) An employee with a total of seven (7) years of continuous service and three (3) years at the maximum of the job group (in grade) will receive one longevity increment, as is current practice.
- (b) Upon the completion of another three (3) continuous years of service in the same position, the employee shall receive a second (2nd) longevity increment, as is current practice.
- (c) Again, on the completion of another three (3) continuous years of service in the same position, the employee will receive a third (3rd) longevity increment.
- (d) Effective upon ratification of this Agreement, on the completion of another three (3) continuous years of service in the same position, the employee will receive a fourth (4th) longevity increment.
- (e) Effective upon ratification of this Agreement, on the completion of another three (3) continuous years of service in the same position, the employee will receive a fifth (5th) longevity increment.

SECTION 7. STADIUM DETAIL

Deputies assigned to the Stadium Detail shall be compensated at one and one half (1 & 1/2) times their regular hourly rate for every hour actually worked on said Detail. It is understood that in no event shall time spent on this detail be considered in any way as overtime or be included as hours worked for the purpose of computing overtime eligibility.

SECTION 8. LINE UP TIME

(a) Employees in the following titles shall be entitled to lineup pay of 15 minutes per shift to be paid at time and one-half:

Captain

Lieutenant (including Technical Lieutenant)

Sergeant (including Technical Sergeant)

SECTION 9. BOMB SQUAD, SWAT, URT and AVIATION

Deputies employed by the Sheriff and are assigned to the Bomb Squad, SWAT, URT and AVIATION must meet special educational and training-requirements above those required for regular Deputy Sheriffs. It is agreed these employees face certain risks not present in the normal functions performed by regular Deputy Sheriffs. In recognition of the above, a yearly payment of \$1,500 (Bomb Squad), \$1,000 (SWAT), \$1,000 (URT) and \$1,000 AVIATION shall be paid to any Deputy so assigned and such bonus shall be paid on the first pay day in December. Such Deputies must have been assigned to this special detail continuously since January 1st of each calendar year. This special payment does not and shall not qualify this position as a promotion position.

SECTION 10. BONUS FOR FIELD TRAINING OFFICERS

Effective upon the ratification of this Agreement, a bonus of fifteen percent (15%) shall be given to the deputy actually providing on the job training to a new recruit or other employee being trained. In order to be eligible for this bonus, the deputy must be designated as the person assigned to this function.

SECTION 11. K-9

(a) The deputy or deputies that are assigned with handling dogs belonging to and/or utilized by the Erie County Sheriff's Office shall be compensated as follows:

(1) The Deputy Handler shall be compensated at the rate of twenty five dollars (\$25.00) per day for seven (7) days per week.

(2) The Erie County Sheriff's Office shall continue to be responsible for the food and medical care needed by the animal.

(b) The bargaining unit shall have exclusivity to the care, handling and control of drug sniffing dogs except as limited herein.

(c) Teamsters Local 264, representing Deputies Sheriff-Officer shall have exclusivity to the care, handling and control of drug sniffing dogs at the facilities manned by Deputies Sheriff-Officer, which currently consist of the Erie County Holding Center, the Erie County Correctional Facility, the ECMC lockup and the courts.

(d) The Sheriff maintains the right to make occasional, multiple dog, full facility drug sweeps using non-unit members in accordance with current practice.

(e) The Sheriff maintains the right to send a Teamsters Local 264 represented Deputy Sheriff-Officer to perform such drug detection duties exclusive to the bargaining unit if the bargaining unit represented dog-handler or dog is temporarily unavailable or on the occasional basis when multiple dogs are needed.

(f) The Sheriff maintains the right to send a member of the bargaining unit to perform such drug detection duties exclusive to the Teamsters Local 264 if the Teamsters Local 264 represented dog-handler or dog is temporarily unavailable or on the occasional basis when multiple dogs are needed.

(g) If the dog handled by either the member of the bargaining unit or the Teamsters Local 264 shall no longer be serviceable, and the Sheriff determines the services performed by such deputy and drug sniffing dog shall be continued, the Sheriff shall replace the same.

(h) When drug sniffing dogs are solicited by outside departments or agencies, or by schools for sweeps or presentations, such work shall go first to a member of the bargaining unit and then, if such officer or dog be temporarily unavailable, to the Teamster Local 264 represented officer.

(i) Should such solicitations from outside departments or agencies include both dogs, both the member of the bargaining unit and Teamsters Local 264 Officer, with their respective dogs, shall be permitted to perform such work.

(j) This provision does not limit the rights of the parties related to the reserves, as set forth herein at Article XXIV, Section 15, interpreted by the Decision of Arbitrator Fred Denson, December 14, 2000.

SECTION 12. AVIATION CAPTAIN

Upon ratification of this agreement, this section will be deleted.

SECTION 12. SUPERVISORS

Upon ratification of this agreement, an employee who is promoted to the rank of

Sergeant, Lieutenant, or Captain shall receive a one-time bonus of twenty-five hundred dollars (\$2,500) paid at the completion of their probationary period. This one-time bonus shall be paid every time an employee advances to the above referenced ranks.

ARTICLE XVIII

ON - DUTY INJURY

SECTION 1. 207-c PROCEDURES

(a) Time Limits

Any deputy or the deputy's representative seeking to receive benefits pursuant to Section 207-c of the General Municipal Law must file a written request with the Sheriff or his designee within ten (10) working days after the event which it is claimed allow for these benefits or if at the same time a Workers Compensation claim is filed. The employer will provide a form on which this can be done.

(b) Documentation

All claims submitted must be accompanied by a written report outlining the facts of the situation giving rise to the claim. Also, medical documentation showing that the injury exists and that it is the result of the incident alleged must be included. The employee has the right to see his or her own physician.

(c) Response

The Sheriff or his designee shall have ten (10) working days to act on the written request. Action shall be one of the following:

- (1) The request is granted
- (2) The request is denied
- (3) The deputy is directed to be seen by a physician chosen by the employer at a time and place also chosen by the employer.
- (4) The deputy is directed to provide additional information and/or documentation within a set time period.

All parties understand the benefits of acting in an expeditious manner.

(d) Status While Request Pending:

During the period of time when a request for benefits pursuant to Section 207-c of the General Municipal Law is pending, a deputy shall be allowed to utilize any accumulated time to continue on the payroll. If the request is ultimately granted the time used shall be restored.

(e) Denials:

If a deputy's request is denied, he or she shall have the right to challenge the denial before a hearing officer designated by the Sheriff. This same procedure shall also be utilized to solve disputes over any other issues which might arise in the administration of Section 207-c claims. Any appeals to these determinations shall be pursuant to the provisions set forth in Article 78 of the Civil Procedure Law and Rules.

SECTION 2. WORKMEN'S COMPENSATION

Employees not covered under provisions of Section 207-c of the General Municipal Law who are unable to perform duties of their employment because of injuries received in the service of the Employer and who are entitled to receive Workmen's Compensation benefits shall receive in addition to lump sum payments, their ordinary pay to be charged against accumulated sick leave credits or accrued vacation time, or compensatory time in that order, at the option of the employee, when available and shall receive the ordinary benefits as provided by law.

When their compensation case is finally adjudicated in favor of the employee by the Workmen's Compensation Board, 2/3rds of the accrued sick leave credits used during the period of disability shall be reinstated.

ARTICLE XIX

HEALTH INSURANCE

SECTION 1. HEALTH INSURANCE PLANS

The following plans shall be provided as so stated by the Employers:

- (a) ECS PBA Value Plan POS 204 shall be the base plan.
- (b) Employees to pay 15% of plan through bi-weekly deduction, annual contributions capped at \$4,000.00; capped at \$4,500.00 (1-1-20); capped at \$6,000.00 (1-1-21).
- (c) Employees who chose either Enhanced or Core Plan must pay the difference between ECS PBA Value Plan POS 204 and the Enhanced Plan or Core Plan plus the 15% of the ECS PBA Value Plan POS 204.
- (d) Upon retirement pre-65 retirees shall contribute 15% of plan annual contributions capped at \$6,000.00 and for employees who retire after 1-1-18 capped at \$8,000.00.
- (e) Upon retirement pre-65 retirees who chose either Enhanced or Core Plan must pay the difference between ECS PBA Value Plan POS 204 and the Enhanced Plan or Core Plan plus the 15% of the ECS PBA Value Plan POS 204.
- (f) Upon retirement post 65 retirees shall contribute 15% of the LMHF Medicare Advantage Plan with annual contributions capped at \$4,000.00, plus the cost of Medicare Part B only.
- (g) LMHF Bronze Plan to be option for employees. One-hundred percent of the cost of the Bronze Plan to be paid by the Employers for year 2017. Starting in year 2018, employees to pay 15% of the cost of the increase from the 2017 which will be the base year.
- (h) LMHF PPO plan allowing retirees to take residence outside of New York while

maintaining health care coverage.

- (i) PPO options that become available following ratification of this agreement shall be made available to employees.

A copy of the Health Insurance Plans are attached hereto in the Health Insurance Appendix.

SECTION 2. PRESCRIPTION COVERAGE

The Employer shall provide prescription coverage for employees and pre -65 employees who retire under this agreement as set forth in the Health Insurance Plans attached in the Health Insurance Appendix.

SECTION 3. DENTAL COVERAGE

(a) The Employer shall provide the GHI Preferred Dental Plan with 100% orthodonture and 100% prosthetic coverage for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee. The employer shall pay the full cost of single coverage and 90% of the cost of family coverage. Any premium cost in this section shall be paid by the employee on a bi-weekly payroll deduction. A copy of the GHI Emblem Health Preferred Dental Plan is attached hereto in the Dental Insurance Appendix.

SECTION 4. PAYMENT IN LIEU OF HEALTH INSURANCE

(a) The amount payable to employees who waive health insurance coverage is increased as follows:

Family - \$450 per month
Single - \$150 per month

(b) The cash payment for waiving medical/dental insurance shall not be paid to any employee where the waiver results from multiple family County plans.

(c) Employees who desire to withdraw from any health insurance coverage shall be permitted to do so upon signing a waiver. Upon the effective date of such withdrawal, the employee shall receive each month in lieu of coverage, a payment as described in Section 4(a) for each calendar month. Such payment shall be split between the first and last paycheck of each calendar month.

(d) The Employer and the Union shall agree upon a waiver form which shall include a clear acceptance of the responsibility of such a withdrawal by the employee and shall also include a release of liability for both the Employer and the Union from any claims arising from such withdrawal.

(e) In addition any employee who withdraws from one of the Employer health insurance

plans in accordance with this Section shall be allowed to return to one of those plans during any subsequent open period or qualifying event.

SECTION 5. DISABILITY

In the event an employee is disabled from work by accident or illness, the Employer agrees to continue his insurance coverage for the length of his accumulated sick leave, plus ninety (90) days thereafter with the employee paying their premium share.

SECTION 6. RETIREMENT

(a) Effective January 1, 1995 Employees who retire with 10 years or more of county service shall be eligible for the following:

- i. Employees who have a minimum of eight hundred (800) hours of accumulated sick leave on their record on the day of retirement shall have the premium for the retirees health insurance paid at 100% for eight hundred (800) hours or two thousand dollars (\$2,000.00) in cash.
- ii. Employees who have a minimum of twelve hundred (1,200) hours of accumulated sick leave on their record on the day of retirement shall have the premium for the retirees health insurance paid at 100% for twelve hundred (1,200) hours or three thousand dollars (\$3,000.00) cash.
- iii. Employees who have a minimum of eighteen hundred (1,800) hours of accumulated sick leave on their record on the date of retirement shall have the premium for retirees health insurance paid at 100% for eighteen hundred (1,800) hours or five thousand dollars (\$5,000.00) cash.
- iv. The following shall constitute the amount of the County's contribution to retiree's health insurance for any employee who retires prior to 1/1/2003:

20 years	(10 in County service)	\$20.00/month in addition to 50%
25 years	(15 in County service)	\$30.00/month in addition to 50%
30 years	(20 in County service)	\$40.00/month in addition to 50%

(b) Employees who retired between 1/1/2003 and 12/31/2010:

(i) Pre-65 Retirees: The employer shall pay one hundred percent (100%) of the monthly premium single rate for the Core Plan for eligible employees who retire from County until age 65. The employer shall pay one hundred percent (100%) of the monthly premium family rate for the Core Plan for families of eligible employees who retire from County service until age 65, upon written proof of family status. In addition, a pre-65 retiree may choose the pre-65 Option D plan. Pre-65 employees who choose Option D shall pay the difference in the cost between the Core Plan and the pre-65 Option D premium.

(ii) Post-65 Retirees: Employees who retire under this agreement, and their eligible spouses shall be required to select the designated Medicare Wraparound product that

includes prescription drug coverage and basic out-of-network benefits, at age 65 or when first eligible. Any employee who retires under this agreement, and his or her eligible spouse who is under age 65, will be provided with a single Core Plan for the non-age 65 member. A post-65 retiree, and his or her eligible spouse aged 65, may choose from Option A, B, or C as referenced on the attached matrix. Both members must select the same option, and the employer will pay one hundred percent (100%) of the monthly premium for the single or double rate for Options A, B, or C. In addition, a post-65 retiree who chooses Option D shall pay the difference in the cost between the highest premium of Option A, B, or C, and the Option D premium. Health care coverage will be provided for the lifetime of the retiree. The County shall provide one hundred percent (100%) of the Core Plan monthly premium for single, double, or family coverage. Family coverage will be provided upon written documentation. All other employer contributions shall be eliminated.

(c) Effective January 1, 2008, employees who retire into one of the New York State Retirement plans then available, with fifteen (15) or more years of County service, shall be eligible for the preceding health insurance benefits in retirement

(d) Employees who retire after 1/1/2011:

Any unit employee who retires effective 1/1/11 and thereafter, shall be subject to the 15% health insurance contribution for retiree health insurance coverage.

SECTION 7. WORKER'S COMPENSATION

Notwithstanding the other provisions of this article, the Employer agrees to continue the health insurance coverage of an employee, with the employee paying his/her premium share, for the amount of his accumulated sick leave, which he may wish to use, plus ninety (90) days thereafter if the employee is unable to report to work period by reason of any accident, injury, illness or disease which is found to be compensable by the Workers' Compensation Board. If the employee does not wish to use all or any of his sick leave or if he does not have any sick leave available for use, the ninety (90) day period shall commence immediately upon the employee reporting his inability to report to work.

SECTION 8. DEATH

Should a permanent employee, for whom the Employer is providing family health insurance coverage dies, the employee's health insurance shall be continued for the employee's survivors during the month the death occurs and for two calendar months thereafter.

ARTICLE XX

RETIREMENT PLAN AND DEATH BENEFITS

(a) All eligible Sheriff's Office employees will be covered in the non-contributory and/or

contributory pension plan by which they are currently covered.

(b) In addition to the death benefits set forth in the New York State Retirement and Social Security law, all employees shall be provided coverage under the New York State Retirement Plan's guaranteed Minimum Death Benefit Section 360-B, that provides in case of death three (3) times the annual salary to a maximum of \$20,000 and will be permitted to credit unused sick leave to accumulated service on retirement up to a maximum of 165 days in accordance with provisions of 341 (j) Plan.

(c) The Parties agree, during the life of this Agreement, it may be reopened to discuss the Employers' adoption of the enhanced disability retirement benefits available under Article 14-b of the Retirement and Social Security Law.

(d) Effective March 15, 2002, those eligible Sheriffs employees in the Criminal Division shall be included in the twenty-year half-pay retirement plan, with additional 1/60th, provided in Section 552 and 553 under Article 14-B of the Retirement and Social Security Law, including Sheriff's service.

ARTICLE XXI

GRIEVANCES AND JUDICIAL REVIEW

SECTION 1. GENERAL

(a) It is the intent of this Article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of the meaning, application or interpretation of the terms of this Agreement.

(b) No provision in this Agreement shall be interpreted to require the Union to represent an employee in any stage of the grievance procedure if the Union considers the grievance to be without merit or in contradiction to any law or regulation.

SECTION 2. DEFINITIONS

These definitions shall apply to this section only.

(a) "Employee" shall mean any person employed by the Sheriff of Erie County and described in the bargaining unit in Schedule "A" of this Agreement.

(b) "Grievance" shall mean "any disputed matter" pertaining to conditions of employment, violation or misinterpretation of this Agreement.

(c) "Division" shall mean any division of the Sheriff's Office of Erie County having employees within the bargaining as described in Schedule A.

(d) "Immediate Supervisor" shall mean the employee or officer of the next higher level of authority who normally assigns and supervises the employee's work and approves his time record or evaluates his work performances. The Sheriff may designate by name the immediate supervisor in a particular Division if he chooses.

(e) "Day" refers to calendar days and not workdays.

(f) "Work Day" shall mean all days other than Saturdays, Sundays, and legal holidays.

(g) "Division Head" shall mean the person so designated by the Sheriff as the head of the division as previously defined in subdivision (c) above.

SECTION 3. MATTER RELEVANT TO GRIEVANCE PROCEDURES

(a) The time limits set forth in this Article are of the essence. They may, however, be extended by mutual written agreement of the parties. The failure of the Union to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the Employer to answer within the time limit set forth will entitle the Union to proceed to the next step of the grievance procedure.

(b) Any step of the grievance procedure may be by-passed by mutual agreement, in writing.

(c) In the case of a group policy, or organization type grievance, the grievance may be submitted directly to the Division Head.

SECTION 4. UNION STEWARDS

Employees selected by the Union to act as Union Representatives shall be known as "Stewards." The names of employees selected as stewards and the names of other Union Officers and Representatives who may represent employees shall be certified in writing to the Employer by the Union.

SECTION 5. PROCESSING GRIEVANCE DURING WORKING HOURS

The Union Stewards as mentioned in Section 4 above and authorized Union Officers may, for reasonable periods of time, investigate and process grievances during their regular working hours without loss of pay. Such employees must request permission from their Division Head prior to leaving their job assignment. If the Division Head is unavailable, permission may be granted by the person next highest in command. Permission to leave job assignments for the above reasons and purposes shall not be unreasonably withheld.

SECTION 6. LABOR MANAGEMENT COMMITTEE

Conferences between representatives of the Co-employers and at least three (3) representatives of the Union on important matters that may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties, may be held upon request of either party. Arrangements for such meetings shall be made in advance, and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular work hours.

SECTION 7. RIGHTS OF THE PARTIES

Any party shall have access upon request to any written statements or records that shall be presented as evidence by the other party at any hearing provided by this Agreement in advance of said hearing. In the event sufficient time does not exist for any party to review such evidence, the hearing shall be adjourned to a later date at the request of either party.

SECTION 8. GRIEVANCE PROCEDURE

(a) The grievance procedure shall be:

Step 1. The Union President or his designee with or without the aggrieved employee shall hand deliver a grievance in writing on a grievance form provided by the Union, setting forth the time, place and date of the alleged grievance to the Sheriff or his designee. The Sheriff or his designee shall issue a receipt stating the date the grievance form was received, the name of the person delivering the same as well as the grievance number. Facts of the grievance shall include the particular section of the contract or the Sheriff's Office rules, regulations and procedures involved and the remedy sought by the employee. The grievance must be presented within fifteen (15) calendar days of the occurrence of the grievance, or within fifteen (15) calendar days of the date on which the employee first knew of such act or omission. The Sheriff or his designee must hold an informal hearing within ten 10 calendar days from the date the grievance was first presented to the Employer. He shall render a written decision within five 5 days after the informal hearing. If the grievance is not satisfactorily resolved at Step 1, the Union may appeal within ten 10 days to Step 2.

Step 2. Only in the event the grievance has not been satisfactorily resolved in Step 1, an appeal may be taken by the Union within ten (10) calendar days of the mailing of the Step 1 decision. The Union may appeal the decision to the county Labor Relations Director. The County Labor Relations Director or his designee and the Sheriff or his designee shall meet with the Union within ten (10) calendar days of the mailing of such appeal. A formal hearing will be held and a written decision will be issued within ten (10) calendar days from the date of the hearing.

Step 3. (a) Only in the event the grievance has not been satisfactorily resolved at Step

2, a request for arbitration may be brought only by the Union, through the President or his designee, within ten (10) calendar days from the date the Union received the Step 2 decision. Notice of appeal to arbitration shall be served by registered or certified mail to the Director of Labor Relations for the County of Erie, with copies to the Sheriff and the County Attorney.

(b) Arbitration proceedings for grievances shall be conducted by an arbitrator mutually selected through the strike out procedure by the PBA and the Sheriff and County from a panel of arbitrators supplied by the New York State Public Employment Relations Board ("PERB") pursuant to § 207.7 of the PERB Rules of Procedure.

(c) Either party may modify or eliminate this procedure by ten (10) days written notice to the other party. However, this agreement will continue in full force and effect until it is replaced by another procedure agreed to by the parties and reduced to writing.

(d) The Arbitrator shall hold a hearing as soon as it is practical at a time and place convenient to the parties. The Arbitrator shall have no power to add to, subtract from or modify the provisions of this agreement on arriving at a decision of the issue presented. The decision or award of the Arbitrator shall be final and binding on both parties. All fees and expenses of the Arbitrator shall be divided equally between the parties except that each party shall bear the cost of preparing and presenting its own case. Either party wishing a transcript at an arbitration bearing may provide for one at its expense and shall provide a copy to the Arbitrator and the other party.

(e) Representation: The Employer shall recognize the following grievance representative at each step of the grievance procedure and shall release such representatives from normal duties to process grievances providing that such absence from work will not interfere with proper conduct of governmental functions.

Step #1 - Union President or his designee and the Grievant.

Step #2 - Union President or his designee and Chief Steward. 32

Step #3 - Union President or his designee, Chief Steward, Chairman of the Grievance Committee, and the Grievant.

ARTICLE XXII

DISCIPLINE AND DISCHARGE

SECTION 1. INVESTIGATIONS AND/OR INTERROGATIONS

(a) Every effort shall be made to conduct interrogations during an employee's hours of work or at a time in reasonable proximity to the beginning or end of an employee's shift.

(b) An employee who remains on duty for the purpose of attending an interrogation shall be compensated at the rate of time and one-half for all hours spent.

(c) The President and/or Steward shall be advised that an employee is to be questioned regarding an employment matter. The employee shall be given an opportunity to meet with the President and/or Steward prior to the interrogation and, if the employee chooses, the President and/or Steward shall be in attendance during all questioning. It is expressly understood, however, that the President and/or Steward shall be in attendance as an observer only. The employee may request and shall be granted one five (5) minute recess during the interrogation, and at that time may, if he so requests meet in private with the President and/or Steward.

(d) If a written record of the interrogation is prepared, a copy shall be provided to the individual.

(e) At the conclusion of the interrogation, the employee shall have the right to make an oral or written presentation for the record.

(d) This section shall not apply to those investigations which could lead to criminal charges being brought against an employee.

SECTION 2. DISCIPLINE

(a) The only procedure for taking disciplinary action against any employee, that is covered by this Agreement, shall be set forth in the following sections.

(b) Discipline shall be imposed only for just cause. Where the Sheriff or his designee imposes a loss of leave credits, written reprimand, fine, suspension without pay or dismissal from service, a notice of such discipline shall be made in writing and served personally or by registered or certified mail, upon the employee. Such notice shall contain the reasons for such discipline and the penalty imposed. Letters of counsel are not considered discipline, but copies should be sent to the Union.

(c) The notice of discipline may be the subject of a disciplinary grievance which shall be served upon the Sheriff or his designee in person or by registered mail within ten (10) calendar days of the date of the notice of discipline to the employee or the Union. The employee and the Union shall be entitled to a meeting to present their position to the Sheriff or his designee and the County Labor Relations Director or his designee within ten (10) calendar days of the receipt of the disciplinary grievance, and a written decision shall be issued within ten (10) calendar days of the hearing.

(d) In the event the disciplinary grievance has not been satisfactorily resolved at the previous step, a request for Arbitration may be brought only by the Union, through the President or his designee within ten (10) calendar days from the date the Union receives the

decision of the previous step (c).

(e) Notice of appeal to arbitration shall be served as required under Article XXII, Section 8, Step 3 of this Agreement.

(f) A disciplinary Arbitrator shall confine himself to determination of guilt or innocence and the appropriateness of proposed penalties. Disciplinary Arbitrators shall neither add to, subtract from nor modify the provisions of this Agreement. The decision or award of the Arbitrator shall be final and binding on both parties.

(g) An employee shall not be disciplined for acts which occurred more than two (2) years prior to the imposition of the discipline. This section shall not apply to actions which result in criminal charges.

(h) Change of shift, work schedule, job transfer or work reassignment shall not be made for the purpose of imposing discipline, unless with the consent of the employee and so long as no one serving in a bid assignment is displaced thereby. Nothing in this paragraph shall bar any other action taken pursuant to this Article. This is not intended to limit management's rights.

(i) Representation: The Employer shall recognize the following grievance representative at each step of the procedure herein and shall release such representatives from normal duties to process grievances providing that such absence from work will not interfere with proper conduct of governmental function: Union President, Steward, Chairman of the Grievance Committee and the Grievant.

(j) All fees and expenses of the Arbitration, if any, shall be divided equally between the Employer and the Union or the employee if not represented by the Union. Each party shall bear the costs of preparing and presenting its own case. Either party wishing a transcript at the Arbitration hearing may provide for one at its expense and shall provide a copy to the Arbitrator and the other party.

(k) In cases involving infractions alleging criminal conduct, there shall be no limitations in the amount of suspension without pay prior to the case being litigated under the grievance procedure. In cases not involving allegations of criminal conduct, the amount of suspension without pay prior to the case being litigated under the grievance procedure shall be a maximum of thirty (30) days. Delays caused by the suspended employee may extend the suspension period without pay.

ARTICLE XXIII

UNION LEAVE

SECTION 1. PAID UNION LEAVE

Members of the Union who are elected or designated to attend any Convention, Seminars, Educational Forums and/or official meeting of the Police Conference of New York, Inc. or any committee thereof, shall be permitted to attend such functions and be granted the necessary time off work permitting without loss of either time or pay provided that the total said time is not in excess of twenty-four (24) work days for the Union President and thirty (30) work days for all other union leave in any calendar year. Requests for such leave shall be made by the Union in writing, including the date, time, location and purpose of the requested leave, to the Sheriff or his designee no less than five (5) calendar days prior to the date that the particular function is scheduled. Approval of such requests for union leave shall not be unreasonably withheld.

SECTION 2. CONTRACT NEGOTIATIONS

The employer shall give time off with no loss of pay for four (4) members of the Union contract negotiating team to participate in contract negotiations.

SECTION 3. UNPAID UNION LEAVE

An employee may request leave without pay if elected by the Union to do work which takes him from his employment with the Erie County Sheriff. The number of employees on Union Leave will not exceed 3 employees at any one time.

ARTICLE XXIV

GENERAL PROVISIONS

SECTION 1. PLEDGE AGAINST DISCRIMINATION AND COERCION

(a) All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

(b) The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

SECTION 2. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Employer agrees that during regular working hours and for reasonable periods of time on the Employer's premises and without loss of pay, four (4) members of the Union's Executive Board, whose names shall be submitted to the Sheriff in writing by the Union, shall be allowed to engage in the following activities when necessary after having obtained permission from the appropriate Supervisor:

- (1) Post Union Notices
- (2) Distribute Union Literature
- (3) Transmit Communications to the Employer or its designee
- (4) Consult with the Employer or its designees and with each other concerning the enforcement of any provisions of this Agreement

SECTION 3. UNIFORM ALLOWANCE

(a) All employees covered under this agreement shall receive an annual uniform allowance of \$1,500.00 and payable in the first full pay period after January 1 of each year.

(b) Ballistic Vests. Every five (5) years or in the event of damage, the Sheriff shall replace without cost to the employee a ballistic (bullet proof) vest.

SECTION 4. TEMPORARY EMPLOYEES

(a) Any employee who is hired on a temporary basis and who is subsequently transferred to permanent status shall be credited with seniority for the purpose of all benefits of this Agreement from his original date of hire as a temporary employee.

(b) Temporary employees shall receive the entrance level grade of pay in the classification involved.

SECTION 5. CAR ALLOWANCE

Civil Deputies shall receive a mileage allowance paid in accordance with the regulations of the Civil Practice Law and Rules, Section 8012 (the federal Internal Revenue Service mileage rate). The county's policy on mileage reimbursement will be maintained in all other cases.

SECTION 6. PRINTING OF CONTRACT

The Union agrees that it will bear the cost of the printing of the copies of the Contract needed for the transaction of its business. Should the Employer wish to purchase copies of the Agreement from the Union it will pay the per copy cost incurred by the Union.

SECTION 7. POLYGRAPH TEST

The Employer may not require any employee to take a polygraph test against their will.

SECTION 8. LEGAL COUNSEL

The Employer will provide counsel for the defense of any employee against whom a civil complaint (only) is filed or sued for alleged false arrest or abuse of power in the line of duty at no charge to the employee, it being understood that any employee who is charged with a criminal offense must employ his own Counsel as he so desires in such criminal action.

SECTION 9. PERSONNEL RECORDS

(a) An employee shall, within five (5) working days of a written request to the Sheriff, have opportunity to review his official personnel folder in the presence of a Union Representative (if requested by the employee) and an appropriate official of the Sheriff's Office. He shall be allowed to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

(b) The official personnel history folder shall contain all memoranda or documents relating to such employee which contain criticism, commendation, appraisal or rating of such employee's performance on his job. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in his official personnel folder. Copies of entries in personnel file shall be provided, free of charge, once during the employment period. All additional copies shall be at the employees expense.

(c) Any material in the official personnel history folder of a disciplinary nature over three years (3) old shall not be referred to in disciplinary proceedings. Any material in the official personnel history folder determined by the employer to be unfounded, exonerated, or not sustained, shall be permanently removed. Any MOAs or previous agreements regarding Article XXIV Section (9)(c) not incorporated in this contract will be null and void.

SECTION 10. COMMAND ASSIGNMENT PROCEDURE

(a) Any employee who is assigned or promoted to command positions and/or titles shall immediately, upon assignment or promotion, be informed of the duties and responsibilities of the command assignment by the proper authority. It shall be the obligation of any person performing the duties and responsibilities of command for a period of at least sixty (60) days to know his duties and responsibilities.

(b) Sergeants, Lieutenants and Captains who bid on an assignment, shift choice shall have their bids considered on the basis of seniority (time in grade) specialized training and career development. However, the final authority for any such assignment shall rest with the Sheriff.

(c)		
	TIME IN GRADE	TIME IN SERVICE
OVERTIME (preference)	X	
VACATION (preference)	X	
LAYOFF	(Subject to civil service law)	
ASSIGNMENT (shift)	X	
RETRENCHMENT	(Subject to civil service law)	

Note: 1) Provisional status time may be in aggregate.
 2) Section 80 & 81 New York State Civil Service Law applies.

(d) When using the term “time in grade” it shall be defined as the length of service from the date of contingent permanent appointment. If the contingent permanent date is the same, the tie breaker shall be test scores; if the test scores are the same; the time breaker shall be social security numbers pursuant to Article X Section 6(b). The parties have agreed that when the contingent permanent appointment date is the same, departmental seniority among the affected employees shall determine who shall have the next permanent appointment.

SECTION 11. SAFETY STANDARDS

(a) No employee of the Sheriff’s Office shall be required to use unsafe equipment.

(b) The Employer and the Union agree to establish a committee to set “reasonable guidelines” and establish policy and procedures for the handling of contagious diseases, safety and health issues.

SECTION 12. BADGES

Upon retirement, an employee covered under this Agreement who has fifteen (15) years of service will be allowed his or her badge on the date of retirement.

SECTION 13. EMERGENCY CLOSINGS

All members of the collective bargaining unit are considered essential employees and must report for duty as scheduled in the event of any emergency closings, unless granted some type of prior approved leave by a supervisor authorized to grant such leave.

SECTION 14. TRAVEL PAY FOR TRAINING

Members required to travel within Erie County for purposes of attending training sessions will not be reimbursed for their travel time. Members traveling out of Erie County for the purpose of attending training sessions will be paid for their travel time at straight time in compensatory time off.

SECTION 15. RESERVES

(a) There does exist, from time to time, a need to utilize Reserve personnel premised on the specialized service they can provide in augmenting regular personnel in particular Mounted Reserves, Marine Reserves and K-9 Reserve Units. However, an honest good faith effort must be made by the Sheriff to properly staff regular units so as not to artificially create a need for the service of Reserve Employees.

(b) The use of Reserve Employees shall be limited to the instances where extraordinary demands are placed upon the Sheriff to provide law enforcement personnel for a special event, natural disaster, civil disorder or the like, or on a "limited" basis to meet a seasonal demand for personnel. Whenever Reserve personnel are utilized, it will not be until regular full-time employees working on the respective shift have been canvassed for overtime, and at no time will regular full-time personnel be denied overtime work while at the same time Reserve personnel are called to active duty.

(c) Reserve employees shall wear upon their uniforms a patch indicating their particular "Reserve Division." The patch shall be conspicuously placed underneath the departmental patch and be the same color as the departmental patch.

(d) Reserve employees shall never wear a star badge, and their personal identification cards shall indicate Reserve employee.

(e) Reserve employees placed on active duty shall wear the Deputy Sheriff uniform with no rank insignia displayed.

(f) Reserve employees' apparel, ball caps, letterhead and the like, required to be purchased by the Sheriff, shall be conspicuously marked as belonging to or representing a Reserve employee or Unit.

(g) Reserve employees may not purchase or use any business card which makes reference to being an employee of the Erie County Sheriff's Office.

(h) A Reserve employee representing the Erie County Sheriff's Office at any speaking engagement, conference, seminar, school or the like shall properly identify themselves as a Reserve employee and not as a Sheriff's Deputy.

(i) The following per diem positions in the Sheriff's Office are exempt from this Agreement:

<u>Number of Employees</u>	<u>Department</u>
1	Civil Typist
2	Civil
2	Arson
1	I.D. Cards
7	Ridge

(j) This section shall not limit the Union's right to bring a grievance over the utilization of Reserve Employees in lieu of regular full-time employees.

(k) The Parties agree, during the life of this Agreement, it may be reopened to discuss this Section.

SECTION 16. VEHICLES

The assignment and/or removal of vehicles rests within the sole discretion of the Sheriff or his designee. Said vehicles shall be properly marked, have at least the following equipment in working order: emergency lights, siren, spot light, radios, air conditioning and heat.

SECTION 17. MOUNTED RESERVES

The Sheriff will not utilize Mounted Reserves to perform patrol duties but may perform other assignments limited to Stadium Detail, Convention Center events, at municipal parks in the Erie County Parks System, including Riverwalk, and parades for appearances but not patrol or crowd control. Other special events subject to prior mutual agreement. Any Mounted Reserve members shall immediately notify ECS Sheriff's Deputies (Road Patrol) in the event of any incidents requiring law enforcement.

SECTION 18. SNOWMOBILE/ATV UNIT

(a) The Sheriff shall staff the Snowmobile/ATV Unit with no less than two (2) PBA members ("minimum staffing requirements") who will be assigned to the Sheriffs Snowmobile/ATV Unit ("PBA Snowmobile/ATV Unit Members") for the Snowmobile Season ("Season"), which generally starts December 15th and runs through March 15th.

(b) During the Season, except in declared emergencies or unusual staffing demands (e.g. stadium details) and when snowmobiles are operational and conditions allow, the Sheriff shall maintain two snowmobiles for daily snowmobile patrol.

(c) PBA Snowmobile/ATV Unit Members will be canvassed according to the Collective Bargaining Agreement ("CBA") and have a right of first refusal for any overtime opportunities in order to maintain minimum staffing requirements in the Snowmobile/ATV Unit. Compensation

for all overtime hours worked will be paid pursuant to the CBA.

(d) After this canvass, if a shift vacancy still exists on the Snowmobile/ATV Unit, the Sheriff shall canvass all eligible PBA members for overtime. "Eligible PBA members" is defined as PBA member who: (1) has been assigned or worked regularly on the Snowmobile/ATV Unit within three years preceding the season and who was not removed from the Snowmobile/ATV Unit for cause, and (2) owns a complete Snowmobile/ATV Unit uniform. The list of eligible PBA members will be established in October of each year and shall constitute the entire list of PBA members the Sheriff must canvass prior to utilizing Reserve deputies. The requirement that PBA members working overtime in the Snowmobile/ATV Unit must supply their own Snowmobile/ATV Unit uniforms is made without precedent and prejudice.

(e) Once the daily minimum staffing requirements are met pursuant to paragraphs 1, 2, 3 and 4, the Sheriff reserves the right to utilize Reserve Deputies to augment the Snowmobile/ATV Unit.

(f) Any regular, full-time or Reserve Deputy that is called into service shall have completed a Snowmobile Safety Course approved by New York State. An opportunity to take this course through the Sheriff's Office at no cost will be provided to eligible PBA members prior to the beginning of each season.

(g) Either party reserves the right to rescind this Agreement should the implementation of the terms of this Agreement be inconsistent with intent of the parties in entering into this agreement. The parties shall give the thirty (30) days' notice to the other party to cure any inconsistencies detailed, in writing, to such party prior to rescinding. However, once the Season has commenced, no rescission shall be effective until the end of that Season.

SECTION 19. MARINE UNIT

(a) The Sheriff shall staff the Marine Unit with no less than eight (8) PBA members who will be assigned to the Sheriff's Marine Unit ("PBA Marine Unit Members") vessels for the Marine Season ("Season"), which generally starts during the third week of May and runs through the second week of September each year.

(b) During the Season, except in declared emergencies or unusual staffing demands (e.g. stadium details) and when vessel(s) are operational and conditions allow, the Sheriff shall maintain two Marine Unit vessels for daily marine patrol with no less than two (2) PBA members assigned to each vessel and a minimum of four (4) members scheduled daily ("minimum staffing requirement").

(c) PBA Marine Unit Members will be canvassed according to the Collective Bargaining Agreement ("CBA") and have a right of first refusal for any overtime opportunities in order to maintain minimum staffing requirements in the Marine Unit. Compensation for all overtime

hours worked will be paid pursuant to the CBA.

(d) After this canvass, if a shift vacancy still exists on the Marine Unit, the Sheriff shall canvass all eligible PBA members for overtime. "Eligible PBA members" is defined as PBA member who: (1) has been assigned or worked regularly on the Snowmobile/ATV Unit within three years preceding the season and who was not removed from the Marine Unit for cause, and (2) owns a complete Marine Unit uniform. The list of eligible PBA members will be established in October of each year and shall constitute the entire list of PBA members the Sheriff must canvass prior to utilizing Reserve deputies. The requirement that PBA members working overtime in the Marine Division must supply their own Marine Division uniforms is made without precedent and prejudice.

(e) Once the daily minimum staffing requirements are met pursuant to paragraphs (a), (b), (c), and (d), the Sheriff reserves the right to utilize Reserve Deputies to augment the Marine Unit. Specifically, the Sheriff reserves the right to activate Reserve Deputies to provide their own vessel and manpower once the minimum staffing requirements described in paragraphs (a), (b), (c), and (d) have been met.

(f) Any regular, full-time or Reserve Deputy that is called into service shall have completed a safe boating course registered with or approved by New York State, the United States Coast Guard Auxiliary, or United States Power Squadrons. An opportunity to take this course through the Sheriff's Office at no cost will be provided to eligible PBA members prior to the beginning of each season. Any Reserve Deputy utilized shall show proficiency in vessel operation, must have a Marine radio, and must possess the required United States Coast Guard equipment on any vessel.

(g) Either party reserves the right to rescind this Agreement should the implementation of the terms of this Agreement be inconsistent with intent of the parties in entering into this agreement. The parties shall give the thirty (30) days' notice to the other party to cure any inconsistencies detailed, in writing, to such party prior to rescinding. However, once the Season has commenced, no rescission shall be effective until the end of that Season.

ARTICLE XXV

INDEMNIFICATION

SECTION 1. DEFENSE

(a) The defense of any legal action against any employee in the office of the Sheriff resulting from his act or omission done or made in good faith in the performance of any official duty shall be the responsibility of the County Attorney, and any monetary damages to the employee resulting from such legal action, except for damages resulting from malfeasance, misfeasance or nonfeasance in the service or execution of civil process, shall be deemed to be the responsibility of the County provided that such employee shall within three (3) days

(Monday through Friday) of the time he is served with any notice, summons, complaint, process or demand, deliver the original to the County Attorney.

(b) This provision shall not make the county responsible for the acts of the Sheriff thereof, nor relieve the Sheriff from any liability to which he is lawfully subject.

SECTION 2. LIABILITY INSURANCE

If required for any employee covered in this bargaining unit the County shall maintain, at no cost to the employee, a policy of liability insurance including coverage against damages resulting from such employees malfeasance, misfeasance, or nonfeasance in the service or execution of civil process.

ARTICLE XXVI

SAVINGS CLAUSE

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction such decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision and upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalid Article, Section or portion thereof.

ARTICLE XXVII

EMERGENCY SITUATIONS

In the event of any emergency as determined by the Sheriff, any of the following Articles may be suspended by the Sheriff for the duration of the emergency:

Article IX	-	Hours of Work
Article X	-	Reporting Time
Article XI	-	Work Force Changes
Article XII	-	Holidays
Article XIII	-	Vacations
Article XIV	-	Paid Leave

ARTICLE XXVIII

PHYSICAL FITNESS

(a) The Sheriff and the Union agree that being physically fit enables officers to extend their lives, handle stress better, reduce job related injuries and, in general better perform their duties. Therefore, the parties agree that a physical fitness program may be established. The

Sheriff and the Union agree to establish a joint committee to specify and establish said physical fitness testing program. The above named committee shall meet to discuss such details as administration, testing, exemptions, negotiations, but shall be considered as union management meetings. The physical fitness standards that may ultimately be established shall specify a minimum standard of physical fitness as well as a higher standard of fitness which officers can attain on a voluntary basis. Officers achieving the higher standard of fitness shall be awarded an appropriate service ribbon evidencing such achievement. Further, the physical fitness testing program shall be incremental by age groups and will recognize that some employees were not required to pass a physical agility test during the initial employment process.

- (b) This package to include a complete listing of bargaining unit classifications.

ARTICLE XXIX

DRUG TESTING

SECTION 1. PRECONDITIONS TO DRUG TESTING

(a) All sworn personnel in the bargaining unit must be provided information on what drugs or substances are prohibited, prior to the implementation of this policy.

(b) Any drug testing policy which is applied to the members of the bargaining unit will be applied to all sworn personnel.

(c) The County of Erie and the Erie County Sheriff ("Employer") will select the MRO.

(d) Random drug testing shall be performed only as noted herein.

(e) The following drug testing methodology shall be used for any drug test performed on sworn personnel:

(1) "Initial Test" the initial test shall use an immunoassay (EMIT) test as a screening test to rule out the presence of a controlled substance or its metabolite. Those samples which test positive shall be subject to confirmatory testing as described below.

(2) "Confirmatory Testing" all specimens identified as positive on the initial test shall be confirmed using a gas chromatography/mass spectrometry ("GC/MS") technique. Testing shall be conducted by a laboratory with a National Institute on Drug Abuse ("NIDA") certification. All confirmed test results shall be referred to a medical review officer ("MRO"), described below. If at any time there exists a test with a higher rate of reliability than the GC/MS test, as determined by the U.S. Dept. of Health and Human Services ("HHS"), such test shall be used in place of

the GC/MS test if requested by the Sheriff of Erie County.

(3) "Cutoff Levels" the cutoff levels utilized by HHS shall be utilized for initial and confirmatory testing. Tested levels which fall below these cutoff levels shall be considered negative results.

SECTION 2. DEFINITIONS

(a) "Test" refers to an on-duty drug test.

(b) "Urine Test" a urine sample submitted to a laboratory for testing.

(c) "Collection Site" a place designated by the Employer where employees present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

(d) "Medical Review Officer" (MRO) a licensed physician responsible for receiving laboratory results generated by the Employer's testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his or her medical explanation, at or above the cutoff level assigned to that substance as reviewed by the MRO.

(e) "Positive Test Result" a test result that shows evidence of a drug, drug metabolite, in a person's system, without a valid medical explanation, at or above the cutoff level assigned to that substance as reviewed by the MRO.

(f) "Rehabilitation" treatment of a drug abuse problem, including counseling and monitoring from providers.

(g) "Treatment" a therapeutic residential or outpatient program for employees with drug abuse problems.

(h) "Immediate Discharge or Immediate Discharge Without Recourse" implies no review through the grievance/arbitration procedure of the collective bargaining agreement between the Union and the Employer.

(i) "Employee" when used in Article XXX of this Agreement, shall mean sworn personnel.

SECTION 3. PROHIBITED SUBSTANCES

The Employer may test for the presence of any substance by which use or possession by an individual would be contrary to Federal law and the laws of the State of New York.

SECTION 4. INDIVIDUALS SUBJECT TO DRUG TESTING

(a) All sworn personnel may be subject to drug testing and testing circumstances. The following may be subjected to random urinalysis tests at any time, but not more than twice in any calendar year (January 1 - December 31):

(1) All sworn personnel in the Deputy Sheriff Criminal Division.

(2) Promotional sworn personnel on a one time basis during probationary period (thereafter covered under this Article).

(3) Newly hired sworn personnel during the probationary period (thereafter covered under this Article).

(b) The selection of any employee for random testing shall not prevent any other or further testing for that employee as provided in this policy.

(c) For random testing, an employee's name shall be withdrawn from the pool for any of the following reasons: L.D.I., leave approved prior to a notice of testing, hospitalization, layoff, vacation, approved personal leave or any other absence.

(d) Other Testing Circumstances

(1) "Post-Accident" sworn personnel shall be tested when the Sheriff, his designee, commanding officer, or Division Chief has reasonable suspicion that drugs were involved in the accident in the use of the Employer's vehicle.

(2) "Post-Rehabilitative/Follow-Up" employees who are returned to work following participation in a drug rehabilitation program shall be required, at the Employer's option, to submit to "return to work" and "follow-up" drug tests to ensure that they remain substance free for a period of two (2) years.

(e) "Positive Test Results" unless otherwise noted in this policy, a final positive test will result in immediate discharge.

(f) "Reasonable Suspicion" an employee may be tested where there exists a reasonable suspicion that the employee is under the influence of drugs as defined under the provisions of this policy. The term 'reasonable suspicion' shall, for the purposes of this program, be defined as observed aberrant unusual on-duty behavior not immediately explained by causes other than that of drug use and/or the physical manifestations of drug use (e.g. drug paraphernalia, observed possession of drugs, etc.). A test may be conducted when:

(1) Observed by the employee's immediate supervisor or higher ranking officer and confirmed by the observation of another officer or supervisor. Such observations

must be documented.

(2) The type of behavior observed and documented is a recognized and accepted symptom of intoxication, impairment or use of drugs. These signs may include, but are not limited to:

- difficulty in maintaining balance
- slurred speech
- abnormal or erratic behavior
- apparent inability to perform assigned duties in a safe and satisfactory manner

Employees who are directed to submit to reasonable cause testing shall be relieved from all duties and placed on administrative leave of absence with pay, pending the receipt of test results and the completion of any investigation conducted by the Employer.

A positive reasonable suspicion testing will result in immediate discharge.

SECTION 5. TESTING AND TEST RESULTS

(a) "Drug Testing Procedures" the following procedure shall be used whenever an employee is required to give a urine sample:

(1) Random selection shall be made by computer without the presence of the Employer or the Union. Should this mechanism be changed, the Union shall be advised.

(2) A urine sample shall be taken of the employee. The collection shall be done in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.

(3) Immediately after the sample has been given, it will be divided into two (2) equal parts, provided at least 60 ml has been provided. Each of the two (2) portions of the sample will be separately sealed, labeled and stored in a secure and refrigerated atmosphere. Both of the samples will be sent or delivered to a testing laboratory.

(4) In each instance of a drug test, a chain of custody procedure will be followed. This procedure is used to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen.

(5) A chain of custody form will be used from the time of collection to receipt by the testing laboratory/laboratories. Upon receipt by the laboratory/laboratories, an

appropriate laboratory chain of custody form accounting for the sample within the laboratory shall be used.

(6) A tamper-proof sealing system designed in the manner such that the specimen bottle will be sealed against undetected opening and the bottle can be identified utilizing an identification number identical to that appearing on the urine custody and control form. Space shall be provided to initial the bottle, thereby affirming its identity.

(7) Should the employee be unable to pass the required amount of urine, he shall remain at the collection site and follow all directives given by the collection site personnel until such time as 60 ml or more of urine has been passed. Should the employee be unable to pass at least 60 ml of urine during his shift, he shall be referred to the Employer's designated physician who shall determine if such inability was purposefully done or medically unavoidable. If medically unavoidable, the employee shall be eligible for retesting at any time designated by the Employer during a twelve (12) month period.

(b) "Report and Review by MRO" all confirmed positive drug test results shall be referred to an MRO who shall perform the following tasks:

(1) Review the chain of custody documents and test results for completeness and accuracy.

(2) Give the employee an opportunity to discuss the results.

(3) If there appears to be no medical reason for the positive test result, which is acceptable to the MRO, the test shall be verified as positive and the same reported to the Sheriff and/or his designee.

(4) Should the employee provide a medically acceptable explanation to the MRO, the MRO shall report the test as negative to the collection clinic, which in turn shall report the same to the Sheriff and/or his designee.

(c) "Retest Procedures Following Positive Drug Test Results" if the confirmatory test and medical review is positive for the presence of an illegal drug, the employee will be so notified and the employee and the union will be provided with copies of all documents pertinent to the test sent to or from the employer by the laboratory. The second untested sample, which has been retained by the laboratory shall be submitted by the employer to a different testing laboratory. The employee, the union and the employer will be given a copy of the results. Should the second result be positive, the employee and the union waive any right to challenge the integrity of the chain of custody or the testing protocol for either sample.

(d) "Specimen Integrity and Employee Conduct" specimen collection will occur in a clinical setting and under strict procedures so as to avoid specimen tampering. Careful chain of

custody procedures shall be followed at all times. Any attempt to hinder collection procedures or to adulterate or substitute a urine sample will result in disqualification of an applicant and disciplinary charges against the employee and a re-test.

(e) "Negative Reasonable Suspicion Test Results" the union shall be immediately provided a complete listing of all of its members who are tested either for the random or reasonable suspicion test. The union may thereafter review any negative reasonable suspicion testing. Such review shall be through the contract's grievance and arbitration mechanism. Each such question should be initiated by the union directly at Step 3. Should an arbitrator ultimately determine that there was bad faith on the part of the supervising officer who initiated the reasonable suspicion test, or that he otherwise acted in an arbitrary or capricious manner, the arbitrator may award the employee involved up to one (1) day's pay at his regular straight time rate, and any other penalty deemed appropriate by the arbitrator.

(f) "Positive Test Results Procedures" for the purposes of this policy, unless otherwise stated, an employee may not be terminated or otherwise subjected to any disciplinary action for prohibited drug usage until the re-testing procedures are completed as defined in Section 5 (c) of this procedure and said test is deemed a positive test by the MRO.

(g) "Refusal to Submit to Test" employees who fail or refuse to immediately appear for testing as directed shall be subject to the discipline procedures of this Agreement. Such a failure to submit to a test will result in the suspension of the employee and thereafter he will be required to submit to a test within 24 hours of the original test request. A further failure to submit to this second test will result in discharge under the provisions of this policy.

(h) "Employee Rights" employees shall have a right to refuse a random test above and beyond the requirements set forth in this Agreement.

SECTION 6. EMPLOYEE ASSISTANCE AND REHABILITATION

(a) "Employee Assistance" the Employer with the cooperation of the union, shall promptly utilize the Employee Assistance Program (EAP) to:

- (1) Educate employees about the dangers of substance abuse.
- (2) Provide a resource for treatment of alcohol and drug abuse problems.
- (3) Assist employees with a number of other services unrelated to substance abuse designed to aid in the identification, intervention and resolution of personal problems (i.e.: family, marital, financial, etc.) which negatively impact on the employee's employment with the Employer.
- (4) Provide initial counseling, problem identification, short-term counseling, referral if necessary, to a professional agency or person who can assist the employee to resolve his problem, and to offer follow-up support and monitoring.

(b) The services of the EAP shall be free to any employee. The costs of any professional help to which the employee or immediate family member is referred, beyond the services of the EAP and what may be covered by the employee's health insurance program, shall be the responsibility of the employee.

(c) Use of the EAP services or any further professional help by an employee shall not preclude discipline for incompetence, misconduct or unsatisfactory job performance. Any discipline imposed shall be pursued in accordance with applicable provisions of this Agreement.

(d) "Confidentiality" use of the EAP services or further professional help shall be confidential except when confidentiality is waived by the employee as discussed below. EAP records shall be maintained separately by the EAP coordinator, and shall not be included in personnel files. The EAP shall provide the Employer's EAP coordinator with statistical data only regarding the use of the program by the Employer's employees and members of their immediate families. In this regard, there shall be no names or reference of any type whatsoever that would enable any Department official to identify any subject of the EAP program.

(e) "Terms Pending Drug Rehabilitation" while undergoing treatment in the Employer's approved program, the employee:

(1) Shall be relieved of duty, utilizing whatever leave time may be available in accordance with this Agreement and/or federal law. The employee shall be required to utilize all paid leave credits (i.e.: vacation, personal and comp) before utilizing paid sick leave.

(2) "Return to Light Duty Following Rehabilitation" employees may be returned to "light duty" (contingent upon the availability of such an assignment) when:

(A) They have successfully completed the required in/outpatient rehabilitation program, and

(B) They have obtained a full release from the designated EAP counselor/physician, and

(C) They continue the recommended/prescribed rehabilitation program as determined by the EAP.

-- While on such "light duty," the employee may be subject to regular and frequent urinalysis drug testing.

(3) Return to Full Duty:

(A) The employee may not return to full duty until he has satisfactorily completed the Employer's approved drug/substance abuse program and obtained a negative drug urinalysis test result, and gained written clearance from the Employer's designated physician.

(B) Should the employee be returned to full duty status, he shall be placed in the selection pool for a period of twenty-four (24) months.

SECTION 7. AMNESTY REHABILITATION PROGRAM

"Treatment/Rehabilitation Encouraged" members of the Union who have a drug abuse or addiction problem are hereby encouraged to seek treatment and rehabilitation under this EAP program. Participation in this program shall be without fear of any discipline or discharge penalties provided:

(a) Entry and participation in such treatment and rehabilitation must occur prior to employee selection for random drug testing or selection for reasonable suspicion or post-accident testing.

(b) An employee's refusal to participate in any material aspect of the subject EAP counseling/rehabilitation program or a failure to complete counseling and testing as may be required by the EAP, the referral agency, doctor or counselor shall be cause for termination from employment.

(c) The employee must sign any and all releases and/or waivers so as to allow the Employer to ensure the employee participation in the counseling/rehabilitation program. Information acquired by the Employer shall be viewed by only those in a need-to-know status, and shall be filed separately from the employee's personnel file. In all other respects, the employee's right to confidentiality shall be respected.

(d) "Confirmed Positive Test Results" positive drug test result and the MRO's confirmation of a positive drug test result following entry in and/or completion of any treatment/rehabilitation program shall result in the employee's discharge under this Article.

(e) "Awareness and Education Program" an awareness and education program will be in effect during the first three (3) months following the effective date of the agreement, and during this three (3) month period no drug testing under the provisions of this policy or until the joint EAP program is in effect shall be conducted.

SECTION 8. PART OF EMPLOYER/UNION CONTRACT

This policy shall be considered part of the Employer/Union Collective Bargaining Agreement.

SECTION 9. CHANGES IN MEDICAL COVERAGE BY PROVIDERS

In the event that any or all the providers of health care benefit insurance modify or change the levels or coverage for drug treatment related medical activities during the life of any collective bargaining agreement, the employees covered under the provisions of this drug testing policy shall have the option to select any other health care insurance plan offered by the Employer without limitation to open enrollment periods.

ARTICLE XXX

STATUTORY PROVISIONS

It is understood 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 XXXI

TERMINATION AND MODIFICATION

(a) This Agreement shall be effective as of January 1, 2017 and shall remain in full force and effect until the 31st day of December 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such a notice is given, negotiations shall begin no later than one hundred fifty (150) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

(b) In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE XXXII

TOTAL AGREEMENT

Notwithstanding any Personnel Rules and Regulations, Local Laws or resolutions, the foregoing constitutes the entire Agreement between the parties and shall supersede any and all personnel rules, regulations, Local Laws or resolutions and no verbal statements or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

IN WITNESS WHEREOF, the parties hereto have set their hand this ____ day of _____, 20____.

ERIE COUNTY SHERIFF'S
POLICE BENEVOLENT ASSOCIATION

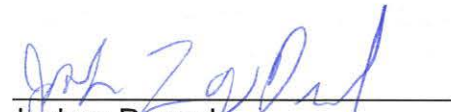


Joseph Reeves
President, Erie County Sheriff's PBA

COUNTY OF ERIE

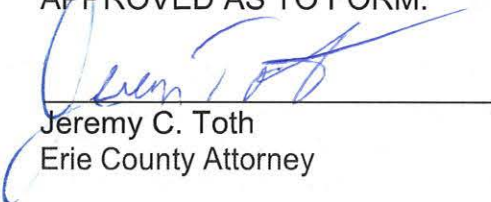


Mark C. Poloncarz
Erie County Executive




Joshua Pennel
Commissioner of Labor Relations

APPROVED AS TO FORM:



Jeremy C. Toth
Erie County Attorney

ERIE COUNTY SHERIFF



John C. Garcia
Erie County Sheriff

Erie County, New York
 Document Number _____

PBA - JOB TITLES	Grade Level
Captain	11
Coordinator Domestic Violence	7
Deputy Sheriff Criminal	8
Deputy Sheriff Criminal — Seneca Speaking	8
Deputy Sheriff Criminal — Spanish Speaking	8
Detective Deputy	9
Detective Deputy – Arson	9
Director of Training	11
Lieutenant	10
Senior Detective	11
Senior Detective – Narcotics	11
Sergeant	9
Sr. Tactical Flight Officer	11
Technical Sergeant	9
Undercover Narcotics Deputy	8

ERIE COUNTY SHERIFF'S
POLICE BENEVOLENT ASSOCIATION

_____, AM A FULL TIME EMPLOYEE OF THE
ERIE COUNTY SHERIFF'S OFFICE-CRIMINAL DIVISION. I HEREBY DIRECT
AND AUTHORIZE THE COUNTY OF ERIE TO WITHHOLD FROM MY PAYCHECK
SUCH DUES AS SHALL BE DETERMINED BY THE MEMBERSHIP OF THE P.B.A.
I UNDERSTAND THAT SAID DUES MAY BE RAISED OR LOWERED BY THE
MEMBERSHIP FROM TIME TO TIME, IN ACCORDANCE WITH THE ADOPTED
BY-LAWS OF THE ASSOCIATION.

I PLEDGE THAT I WILL COMPLY WITH ALL THE RULES AND REGULATIONS OF
THE ERIE COUNTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION.

SIGNATURE: _____

SOCIAL SECURITY NUMBER: _____

DATE: _____

All Out-of-Area and Non-local Travel Requests Require Prior Approval from Budget

All requests for out-of-area and non-local travel reimbursement using County funds (general fund, or federal or state aid, reimbursements or grants) require advance approval by the Division of Budget and Management prior to travel occurring. All requests must be submitted at least one week in advance using Travel Request Form BC.001 (available on SharePoint at [http://sharepoint.erie.gov/Forms/Travel%20Request%20Form%20\(BC.001\).pdf](http://sharepoint.erie.gov/Forms/Travel%20Request%20Form%20(BC.001).pdf)) with all pertinent travel details provided (justification for travel, lodging, estimated mileage or gas, registration fees, conference fees, estimated meals, and tolls).

Local travel within Erie County for daily official business (such as, for instance, employees in Weights and Measures, Social Services caseworkers, and probation officers) using personal vehicles does not require advance approval by the Division of Budget and Management, but does continue to require approval from the Department Head. Please see the below section concerning local mileage reimbursement.

In addition, all requests for use of a non-personal vehicle require the submission of the Vehicle Authorization Form one week in advance of the travel.

The Vehicle Authorization Form for Travel Outside of Erie and Niagara Counties must be submitted to both the Department of Public Works (attention Colleen Sliz) and to the Division of Budget and Management (attention Kim Jaeckle).

The Vehicle Authorization Form for Local Travel Within Erie and Niagara Counties must be submitted only to the Department of Public Works (attention Colleen Sliz).

The forms can be found on the Erie County SharePoint site at [http://sharepoint.erie.gov/Forms/Use%20of%20County%20Vehicle%20-%20Authorization%20Form%20\(Local\).doc](http://sharepoint.erie.gov/Forms/Use%20of%20County%20Vehicle%20-%20Authorization%20Form%20(Local).doc) (for local vehicle) and [http://sharepoint.erie.gov/Forms/Use%20of%20County%20Vehicle%20-%20Authorization%20Form%20\(Long%20Distance\).doc](http://sharepoint.erie.gov/Forms/Use%20of%20County%20Vehicle%20-%20Authorization%20Form%20(Long%20Distance).doc) (long distance vehicle).

Personal Funds Shall be Utilized and Reimbursement Made

Except as provided by special law and/or ruling, funds for anticipated expenses for travel are generally not permitted to be advanced. In some cases, where official travel can be paid via a purchase order to an event organizer/sponsor, etc. (i.e. lodging, air travel and/or conference fees), the County can and should utilize said process to minimize out-of-pocket, up-front costs to be borne by an employee.

It is the responsibility of each employee to provide funds for his/her own expenses. Reimbursement will be made by normal claim procedures from budgeted funds, with proper supporting documentation and advance authorization from the Director of Budget and Management when required. To ensure timely reimbursement and minimal disruption to the employee's personal financial situation, employees should promptly submit all expense documentation to their Department Head or designee for approval and then to the Comptroller's Office for payment through the vendor process. All reimbursement requests must be submitted within four weeks of the travel.

Travel Time Policy

Employees will not be compensated (straight time, overtime, or compensatory time) for travel time spent going to or from an event held outside of Erie County if such travel was performed outside of the employee's normal working hours unless prior approval is granted by the Department Head. For instance, in those instances in which employees are traveling to a meeting in Albany very early on a morning (i.e. 5:00 am) and returning late that day (i.e. 10:00 pm) to avoid the expense of an overnight stay, consideration may be provided for compensation for early that morning and late that evening outside of their normal work hours.

County employees will be compensated for travel time needed to attend in-County events, if such travel is performed on a continuous work day basis from one business site to another (i.e. from the Rath Building to a meeting site or another County facility).

In some instances, employees are required to be in a remote location, such as Albany, New York City, or Washington, DC, early in the morning. In such cases where morning travel time would be burdensome or is impracticable, travel may be authorized by the Division of Budget and Management on the preceding day.

Reimbursement for Travel Expenses Incurred while Conducting County Business

All long distance travel request forms must be approved prior to departure by the Director of Budget and Management, or Chair of the Legislature, or Director of the Buffalo and Erie County Public Library ("Library") or their designee. County organizations must complete and submit Travel Request Form BC.001 for approval in advance by the Division of Budget and Management. All Library travel requests will be completed in accordance with the Travel policies and procedures approved by the Library Board of Trustees.

Only the actual and necessary expenses essential to the ordinary comforts of a traveler in the performance of official duties will be reimbursed. A specific and detailed statement of the official business for which the expenses were incurred must be included in the reimbursement request. Travel shall be by the most direct route possible. Expenditures for laundry, valet service, movies, entertainment, etc., are personal charges and will not be allowed. Reasonable tipping for wait staff or a driver (cab or shuttle bus) is permitted. When an employee is in an official long distance travel status, necessary parking charges will be allowed, including fees for parking automobiles at the point of departure/return. Reimbursement will be allowed for the use of the Thruway, bridges and toll roads so long as all claims for reimbursement are supported by receipts obtainable at toll booths or E-Z Pass statements.

Receipts must be maintained and submitted for all requested reimbursements. Employees should retain a copy of their reimbursement request and receipts as well as their department.

Meal Reimbursement

The purchase of meals is a necessary expense of an employee while in a long distance travel status. In terms of both necessary and reasonable, reimbursement for meals is allowed up to the maximum set by the United States General Services Administration (GSA) for the city/locality to which the travel occurs. The GSA establishes and publishes per diem rates annually (see

http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts). The daily maximum meals rate for various locations in New York State can be viewed at <http://www.gsa.gov/portal/category/100120>.

As an example, at the time this travel and reimbursement policy was developed (April 2014), the maximum daily meal reimbursement tier for Albany, NY was \$61. Under that 2014 GSA rate, the breakdown for that tier, as explained at <http://www.gsa.gov/portal/content/101518> was \$10 for breakfast, \$15 for lunch, \$31 for dinner and \$5 for incidental expense. However, the County will not provide for incidental expense reimbursement, so the maximum Albany meal reimbursement would be \$56. These GSA rates change annually, so please take note of this fact.

The actual daily allowance will be adjusted based on departure and return times for those employees traveling outside of the County. For instance, employees departing their County office at mid-day are not eligible for a breakfast or lunch per diem. In order to determine the actual meal allowance for days when an employee leaves or returns to Erie County, the time of departure from and the time of return to the individual's place of work or home must be entered on the travel voucher.

Meal Reimbursement Example Scenarios

For instance, an employee departing their office (or home) for out of area travel at 7:00 am and returning at 8:00 pm would be entitled to breakfast, lunch and dinner. An employee departing at 10:00 am and returning at 8:00 pm would be entitled to claim for lunch and dinner. An employee departing at 12:00 pm and returning at 8:00 pm would only be entitled to dinner. An employee traveling at 10:00 am and returning at 6:00 pm would be entitled to claim for lunch. These are not exhaustive examples and are provided in order to help provide guidance to employees.

For any County employee requesting a reimbursement for a meal while traveling on official County business, an original receipt is required. No reimbursements are or will be permitted for any employee for an alcoholic beverage. Meal receipts that include alcoholic beverages are not proper for reimbursement and will not be accepted.

If an employee is attending a conference, school or convention and some or all of the meals are included in the fee paid, the maximum daily allowance will be reduced.

Mileage Reimbursement Rate

For all County employees the mileage reimbursement rate shall be the same as that promulgated by the Internal Revenue Service on an annual basis. See <http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates> for annual rates.

Local Mileage Reimbursement

County employees who are required to use their personal vehicle for official business must have prior approval from their Department Head or designee. Please see the section regarding "travel by personal vehicle" for more details concerning this process.

Employee mileage reimbursement payments are processed through the Department of Personnel and included in an employee's paycheck. Departmental mileage payments are submitted directly to the

Department of Personnel on the Mileage Payment form, found on SharePoint at <http://sharepoint.erie.gov/Forms/SAP%20Reimbursement%20Forms%20-%20Mileage%20Payment.xls>.

The signature of a Department Head, or their designee, is required. The Mileage Payment form *is in addition* to the current pink Claim for Mileage form, F-ISA-291, which must still be completed by the employee, signed by the Department Head or their designee, and maintained in the department. *Department Heads, or their designees, are ultimately responsible for compliance with all mileage rules and regulations, and their signature validates and authorizes payment to an employee.*

Employees must submit their mileage reimbursement request through their Department Head to the Department of Personnel no later than four weeks following the conclusion of their travel.

Lodging

Reimbursement will be allowed for lodging if supported by a paid bill. If the hotel bill is paid by credit card, the credit card charge slip (or a photocopy of the employee's monthly credit card statement) must accompany the hotel bill. Employees should seek government rates for lodging, when available. Lodging reimbursement will be based on the established rate for a standard room (i.e., the additional cost for an upgraded room is not reimbursable unless no standard facilities are available). Lodging within the County of Erie is not an ordinary and necessary expense and will not be reimbursed except under emergency conditions. Exceptions must be supported by written authorization of the Department Head. If an employee requires lodging for travel within New York State, the employee must obtain the New York State Tax Exemption Certificate form ST-129 from their department (or see http://www.tax.ny.gov/pdf/current_forms/st/st129_fill_in.pdf). This certificate must be presented to the hotel at the time of check-in so that taxes will not be added to the bill.

When making lodging arrangements, employees are required and expected to utilize reasonable lodging and not incur unduly burdensome hotel/motel expenses. In particular, you are cautioned against making reservations and staying in lodging that will lead to higher costs to the County due to an employee's desire to reside in a certain style of hotel/motel or due to the employee's desire to use their personal credit card or affinity card to receive "points" or other benefits which inure to the employee.

Your attention is directed to the GSA's maximum lodging rates at <http://www.gsa.gov/portal/category/100120> (searchable for New York State and other states and localities). We expect that reimbursement requests will adhere to the GSA schedule and will be reasonable.

Pre-approval of the lodging rate on your travel request (prior to travel) by the Director of Budget and Management is required. The Director of Budget and Management reserves the right to reject any lodging request which does not follow these guidelines.

Motor Vehicle Travel Policy

Whether an employee is traveling via County vehicle, personal vehicle, or rental vehicle, receipts and documentation must be provided in all circumstances for reimbursement. Specific details regarding the conduct and general rules for vehicles can be found in Chapter X, Section 17, Motor Vehicle Policy, of the County Personnel Policies and Procedures.

For County vehicles and rental vehicles, all Vehicle Authorization Requests, for travel within and outside of Erie County must be submitted to the Department of Public Works (Bureau of Fleet Services), which will determine the vehicle option provided. It is the policy of the County that whenever possible, marked County vehicles will be utilized for official business. However, given the size of the County vehicle passenger vehicle fleet, it is recognized that personal vehicles will be utilized by County employees for official business and travel within Erie County.

Travel by County Vehicle

County vehicles shall be used only for official business. Only authorized County employees may operate a County vehicle. The individual in whose charge a County vehicle has been placed shall possess a valid New York State Driver's License and a County Employee Identification Card at all times when operating a County vehicle. At all times that a County employee is operating a county vehicle, said operator shall be responsible for the vehicle as if it were his or her own. The operator of any County vehicle is personally responsible for the payment of any traffic or parking violations incurred in its operation, including the cost of any attorney's fees for any representation required.

Reimbursement is allowed for necessary expenses relating to the operation and maintenance (if required) of a County vehicle (i.e. fuel or tolls). County employees are advised to keep refueling of County vehicles to the minimum necessary, as the County is able to refuel fleet vehicles at its own fuel depots at less expense to the taxpayers than commercial gas stations.

When available, County vehicles should be utilized for approved travel to locations such as, but not limited to Rochester, Jamestown, Niagara County and Western New York. In the event more than one individual is attending the same official function, car-pooling should be utilized. Vehicle reservations are made by completing the "Use of County Vehicle Authorization Form" available on SharePoint and submitting the appropriate local or long distance form to the Department of Public Works (attention Colleen Sliz) at least one week prior to the travel date. The Department of Public Works (Bureau of Fleet Services) will determine whether a County vehicle or a rental car will be provided to an employee.

The Use of County Vehicle Authorization Forms can be found on the Erie County SharePoint site at [http://sharepoint.erie.gov/Forms/Use%20of%20County%20Vehicle%20-%20Authorization%20Form%20\(Local\).doc](http://sharepoint.erie.gov/Forms/Use%20of%20County%20Vehicle%20-%20Authorization%20Form%20(Local).doc) (for local vehicle) and [http://sharepoint.erie.gov/Forms/Use%20of%20County%20Vehicle%20-%20Authorization%20Form%20\(Long%20Distance\).doc](http://sharepoint.erie.gov/Forms/Use%20of%20County%20Vehicle%20-%20Authorization%20Form%20(Long%20Distance).doc) (long distance vehicle).

Travel by Rental Car

The County maintains a policy that for travel outside of Western New York (i.e. Syracuse, Corning, Ithaca, Utica, Rome, Watertown, Albany, Binghamton, etc.) all official travel via automobile shall occur through rental car. Employees are required to reserve and utilize a rental car for out-of-region travel.

The County has an arrangement with an approved rental car agency under which County employees will utilize an appropriately sized rental car (determined by the Bureau of Fleet Services). Rental cars can be collected at the Rath Building for travel. Employees are required to return the rental vehicle without fueling it, as the Bureau of Fleet Services will fuel and return the vehicle.

Please note: under the County's arrangement with an approved rental car agency, the County automatically receives the agency's driver protection insurance coverage. Employees should confirm at the time of pickup that the insurance coverage is in place. This insurance is intended to help indemnify the County and the employee in the event of an accident or damage to the vehicle. If this arrangement were ever to change and a new rental car provider does not automatically provide such insurance coverage, County employees driving a rental car will be required to request and accept a damage waiver and liability coverage.

Travel by Personal Vehicle

The official use of personally owned vehicles shall be restricted to such cases where it is to the advantage of the County. It is the responsibility of Department Head to prevent incurring additional expense through the use of personally owned vehicles when common carrier service can be used without undue delay in conducting official business. The County recognizes that given the limited number of fleet vehicles available for official business, some County employees may need to utilize their personal vehicles and seek reimbursement.

When provided with appropriate documentation, reimbursement is provided to County employees for the use of their personal vehicle in official travel within Erie County or in some instances in a neighboring county when a County vehicle is not available or practicable as determined by the Bureau of Fleet Services or Division of Budget and Management.

Costs, including but not limited to, accident deductibles, tickets, or violations, incurred by County employees while using a personal vehicle for County business are the responsibility of the employee. In the case of an accident, the employee/vehicle owner's personal auto liability policy will respond on a primary basis. The County is not responsible for any physical damage to an employee's vehicle. The driver/vehicle's personal auto insurance must provide primary insurance with minimum liability coverage as required by law or regulation. Employees should have their own collision and comprehensive physical damage coverage. The employee bears the expense of any personal auto policy deductibles. Employees shall comply with all laws, rules and regulations pertaining to the ownership, use and operation of the vehicle.

Travel from/to Field Sites and Home: An employee may be reimbursed for mileage between a permanent worksite and an assignment away from the permanent worksite. If an employee is dispatched from home, mileage from home or the permanent worksite to the temporary work assignment and back (whichever is the shorter distance) may also be reimbursed. For instance, for an employee assigned to report directly to a field site at the start of the day, mileage may be reimbursed from either the employee's home to the field site, or from the employee's office reporting location to the field site, whichever distance is shorter. Similarly, for an employee required to work in the field at the end of the day, mileage may be reimbursed from either the employee's last field site to their home, or from the last field site to the employee's office reporting location, whichever distance is shorter

Any actual mileage driven outside normal working hours (weekend and call back [overtime]) will not be reimbursed from home to a permanent worksite and/or from a permanent worksite to home. However, mileage may be reimbursed from home to a location other than the permanent worksite and that location back to an employee's home.

Reimbursement after Travel

Following official travel, employees must complete the Travel Voucher Form BC.002 (available on SharePoint at <http://sharepoint.erie.gov/Forms/Travel%20Voucher%20Form%20fBC.002i.pdf>) to claim reimbursable expenses. The form and receipts must be submitted within four weeks following travel for payment processing. Form BC.002 must be signed by the employee's Department Head and submitted to the Erie County Comptroller's Office, Accounts Payable unit for processing and reimbursement to the employee.

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GRP 07		61144 2351.68 29.396	63579 2445.36 30.567	66015 2539.04 31.738	68434 2632.08 32.901	70861 2725.44 34.068	72188 2776.48 34.706	73509 2827.28 35.341	74830 2878.08 35.976	76140 2928.48 36.606	77476 2979.84 37.248
GRP 08	61252 2355.84 29.448	64596 2484.48 31.056	67440 2593.84 32.423	70285 2703.28 33.791	73116 2812.16 35.152	75949 2921.12 36.514	77397 2976.80 37.210	78853 3032.80 37.910	80300 3088.48 38.606	81754 3144.40 39.305	83204 3200.16 40.002
GRP 09		68343 2628.56 32.857	71523 2750.88 34.386	74712 2873.52 35.919	77877 2995.28 37.441	81056 3117.52 38.969	82638 3178.40 39.730	84244 3240.16 40.502	85837 3301.44 41.268	87416 3362.16 42.027	89009 3423.44 42.793
GRP 10		72315 2781.36 34.767	75787 2914.88 36.436	79250 3048.08 38.101	82690 3180.40 39.755	86179 3314.56 41.432	87907 3381.04 42.263	89627 3447.20 43.090	91370 3514.24 43.928	93105 3580.96 44.762	94831 3647.36 45.592
GRP 11		78416 3016.00 37.700	82148 3159.52 39.494	85910 3304.24 41.303	89633 3447.44 43.093	93390 3591.92 44.899	95266 3664.08 45.801	97148 3736.48 46.706	99008 3808.00 47.600	100876 3879.84 48.498	102758 3952.24 49.403
GRP 12		83021 3193.12 39.914	87158 3352.24 41.903	91331 3512.72 43.909	95460 3671.52 45.894	99603 3830.88 47.886	101685 3910.96 48.887	103744 3990.16 49.877	105832 4070.48 50.881	107908 4150.32 51.879	109984 4230.16 52.877
GRP 13		89507 3442.56 43.032	94035 3616.72 45.209	98584 3791.68 47.396	103160 3967.68 49.596	107684 4141.68 51.771	109970 4229.60 52.870	112251 4317.36 53.967	114544 4405.52 55.069	116827 4493.36 56.167	119109 4581.12 57.264
GRP 30	85613 -3292.80 41.160										
GRP 50		80065 3079.44 38.493									
GRP 51		85199 3276.88 40.961									

Report: ZTMR Payscale Report
 System: SND/100/ZHR_PAYSCALES
 User: BARCAM

Payscale Type: PBA

Erie County
 Pay Scale Report
 Pay Area: 18: PBA 18

For: 01/01/2023

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 Date: 12/15/2021
 Time: 08:04:02

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GRP 07		63284 2434.00 30.425	65805 2530.96 31.637	68326 2627.92 32.849	70830 2724.24 34.053	73341 2820.80 35.260	74716 2873.68 35.921	76082 2926.24 36.578	77449 2978.80 37.235	78805 3030.96 37.887	80188 3084.16 38.552
GRP 08	63396 2438.32 30.479	66857 2571.44 32.143	69801 2684.64 33.558	72746 2797.92 34.974	75675 2910.56 36.382	78607 3023.36 37.792	80105 3080.96 38.512	81613 3138.96 39.237	83111 3196.56 39.957	84616 3254.48 40.681	86116 3312.16 41.402
GRP 09		70735 2720.56 34.007	74027 2847.20 35.590	77326 2974.08 37.176	80602 3100.08 38.751	83893 3226.64 40.333	85532 3289.68 41.121	87194 3353.60 41.920	88841 3416.96 42.712	90476 3479.84 43.498	92125 3543.28 44.291
GRP 10		74847 2878.72 35.984	78439 3016.88 37.711	82025 3154.80 39.435	85584 3291.68 41.146	89195 3430.56 42.882	90983 3499.36 43.742	92764 3567.84 44.598	94567 3637.20 45.465	96364 3706.32 46.329	98151 3775.04 47.188
GRP 11		81162 3121.60 39.020	85022 3270.08 40.876	88918 3419.92 42.749	92770 3568.08 44.601	96658 3717.60 46.470	98600 3792.32 47.404	100549 3867.28 48.341	102473 3941.28 49.266	104406 4015.60 50.195	106355 4090.56 51.132
GRP 12		85927 3304.88 41.311	90210 3469.60 43.370	94528 3635.68 45.446	98800 3800.00 47.500	103089 3964.96 49.562	105244 4047.84 50.598	107376 4129.84 51.623	109537 4212.96 52.662	111686 4295.60 53.695	113834 4378.24 54.728
GRP 13		92639 3563.04 44.538	97325 3743.28 46.791	102034 3924.40 49.055	106771 4106.56 51.332	111453 4286.64 53.583	113818 4377.60 54.720	116180 4468.48 55.856	118552 4559.68 56.996	120917 4650.64 58.133	123277 4741.44 59.268
GRP 30	88610 3408.08 42.601										
GRP 50		82867 3187.20 39.840									
GRP 51		88182 3391.60 42.395									

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GRP 07		65183 2507.04 31.338	67779 2606.88 32.586	70375 2706.72 33.834	72956 2806.00 35.075	75541 2905.44 36.318	76958 2959.92 36.999	78364 3014.00 37.675	79772 3068.16 38.352	81170 3121.92 39.024	82595 3176.72 39.709
GRP 08	65297 2511.44 31.393	68863 2648.56 33.107	71895 2765.20 34.565	74928 2881.84 36.023	77944 2997.84 37.473	80966 3114.08 38.926	82507 3173.36 39.667	84061 3233.12 40.414	85604 3292.48 41.156	87154 3352.08 41.901	88700 3411.52 42.644
GRP 09		72856 2802.16 35.027	76249 2932.64 36.658	79645 3063.28 38.291	83021 3193.12 39.914	86409 3323.44 41.543	88098 3388.40 42.355	89810 3454.24 43.178	91505 3519.44 43.993	93190 3584.24 44.803	94890 3649.60 45.620
GRP 10	77093 2965.12 37.064	80791 3107.36 38.842	84485 3249.44 40.618	88150 3390.40 42.380	91869 3533.44 44.168	93712 3604.32 45.054	95547 3674.88 45.936	97404 3746.32 46.829	99256 3817.52 47.719	101096 3888.32 48.604	
GRP 11		83597 3215.28 40.191	87572 3368.16 42.102	91584 3522.48 44.031	95553 3675.12 45.939	99557 3829.12 47.864	101558 3906.08 48.826	103565 3983.28 49.791	105548 4059.52 50.744	107538 4136.08 51.701	109545 4213.28 52.666
GRP 12		88504 3404.00 42.550	92916 3573.68 44.671	97363 3744.72 46.809	101764 3914.00 48.925	106182 4083.92 51.049	108401 4169.28 52.116	110598 4253.76 53.172	112823 4339.36 54.242	115036 4424.48 55.306	117250 4509.60 56.370
GRP 13		95418 3669.92 45.874	100246 3855.60 48.195	105096 4042.16 50.527	109974 4229.76 52.872	114795 4415.20 55.190	117233 4508.96 56.362	119667 4602.56 57.532	122108 4696.48 58.706	124544 4790.16 59.877	126976 4883.68 61.046
GRP 30	91268 3510.32 43.879										
GRP 50		85353 3282.80 41.035									
GRP 51		90827 3493.36 43.667									

Payscale Type: PBA

For: 01/01/2025

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GRP 07		67138 2582.24 32.278	69813 2685.12 33.564	72486 2787.92 34.849	75144 2890.16 36.127	77809 2992.64 37.408	79267 3048.72 38.109	80714 3104.40 38.805	82166 3160.24 39.503	83606 3215.60 40.195	85072 32.72.00 40.900
GRP 08	67257 2586.80 32.335	70928 2728.00 34.100	74052 2848.16 35.602	77176 2968.32 37.104	80282 3087.76 38.597	83396 3207.52 40.094	84983 3268.56 40.857	86582 3330.08 41.626	88173 3391.28 42.391	89769 3452.64 43.158	91360 3513.84 43.923
GRP 09		75042 2886.24 36.078	78537 3020.64 37.758	82035 3155.20 39.440	85511 3288.88 41.111	89001 3423.12 42.789	90742 3490.08 43.626	92504 3557.84 44.473	94251 3625.04 45.313	95986 3691.76 46.147	97737 3759.12 46.989
GRP 10		79406 3054.08 38.176	83215 3200.56 40.007	87021 3346.96 41.837	90794 3492.08 43.651	94625 3639.44 45.493	96524 3712.48 46.406	98413 3785.12 47.314	100327 3858.72 48.234	102234 3932.08 49.151	104129 4004.96 50.062
GRP 11		86106 3311.76 41.397	90199 3469.20 43.365	94332 3628.16 45.352	98419 3785.36 47.317	102544 3944.00 49.300	104605 4023.28 50.291	106673 4102.80 51.285	108713 4181.28 52.266	110764 4260.16 53.252	112832 4339.68 54.246
GRP 12		91160 3506.16 43.827	95703 3680.88 46.011	100283 3857.04 48.213	104817 4031.44 50.393	109366 4206.40 52.580	111652 4294.32 53.679	113915 4381.36 54.767	116208 4469.52 55.869	118487 4557.20 56.965	120767 4644.88 58.061
GRP 13		98280 3780.00 47.250	103253 3971.28 49.641	108249 4163.44 52.043	113273 4356.64 54.458	118240 4547.68 56.846	120750 4644.24 58.053	123257 4740.64 59.258	125771 4837.36 60.467	128280 4933.84 61.673	130784 5030.16 62.877
GRP 30	94006 3615.60 45.195										
GRP 50		87913 3381.28 42.266									
GRP 51		93552 3598.16 44.977									

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GRP 07		69152 2659.68 33.246	71908 2765.68 34.571	74660 2871.52 35.894	77399 2976.88 37.211	80142 3082.40 38.530	81644 3140.16 39.252	83136 3197.52 39.969	84631 3255.04 40.688	86114 3312.08 41.401	87624 3370.16 42.127
GRP 08	69274 2664.40 33.305	73056 2809.84 35.123	76274 2933.60 36.670	79491 3057.36 38.217	82690 3180.40 39.755	85898 3303.76 41.297	87533 3366.64 42.083	89180 3430.00 42.875	90819 3493.04 43.663	92462 3556.24 44.453	94101 3619.28 45.241
GRP 09		77293 2972.80 37.160	80893 3111.28 38.891	84496 3249.84 40.623	88076 3387.52 42.344	91672 3525.84 44.073	93465 3594.80 44.935	95279 3664.56 45.807	97078 3733.76 46.672	98864 3802.48 47.531	100670 3871.92 48.399
GRP 10		81788 3145.68 39.321	85711 3296.56 41.207	89631 3447.36 43.092	93519 3596.88 44.961	97465 3748.64 46.858	99420 3823.84 47.798	101365 3898.64 48.733	103336 3974.48 49.681	105302 4050.08 50.626	107253 4125.12 51.564
GRP 11		88689 3411.12 42.639	92905 3573.28 44.666	97163 3737.04 46.713	101373 3898.96 48.737	105620 4062.32 50.779	107744 4144.00 51.800	109874 4225.92 52.824	111975 4306.72 53.834	114088 4388.00 54.850	116216 4469.84 55.873
GRP 12		93895 3611.36 45.142	98573 3791.28 47.391	103291 3972.72 49.659	107962 4152.40 51.905	112647 4332.56 54.157	115001 4423.12 55.289	117333 4512.80 56.410	119694 4603.60 57.545	122042 4693.92 58.674	124390 4784.24 59.803
GRP 13		101229 3893.44 48.668	106350 4090.40 51.130	111496 4288.32 53.604	116671 4487.36 56.092	121786 4684.08 58.551	124374 4783.60 59.795	126955 4882.88 61.036	129544 4982.48 62.281	132128 5081.84 63.523	134707 5181.04 64.763
GRP 30	96826 3724.08 46.551										
GRP 50		90551 3482.72 43.534									
GRP 51		96358 3706.08 46.326									

COVERAGE	Enhanced POS 202	Core POS 203	Value POS 204	Proposed changes to the Value POS 204
Medical Services				
Office Visits	\$8	\$10	\$15	\$15
Routine Physicals	Covered in Full	Covered in Full	Covered in Full	Covered in Full
Chiropractic Services (medically necessary)	\$8	\$10	\$15	\$15
8 Maintenance visits for Chiropractic Care	\$8	\$10	N/A	N/A
Specialist Visits	\$8	\$10	\$15	\$15
MRI	\$8	\$10	\$15	\$15
Diagnostic X-Rays	\$8	\$10	\$15	\$15
Well Child Visits and Immunizations (up to age 19)	Covered in Full	Covered in Full	Covered in Full	Covered in Full
Laboratory Testing	Covered in Full	Covered in Full	Covered in Full	Covered in Full
Massage Therapy (12 visits per calendar year)	\$8	\$10	N/A	N/A
Acupuncture (6 visits per calendar year)	\$8	\$10	N/A	N/A
Urgent Care	\$8	\$10	\$15	\$15
Women's Services				
Gynecological Office Visits	\$8	\$10	\$15	\$15
Routine Mammograms	Covered in Full	Covered in Full	Covered in Full	Covered in Full
Routine Pap Smear	Covered in Full	Covered in Full	Covered in Full	Covered in Full
Maternity Care (prenatal & post-natal care)	Covered in Full, after initial co-pay	Covered in Full, after initial co-pay	Covered in Full, after initial co-pay	Covered in Full, after initial co-pay
Hospital Care				
Inpatient Stay - Semi Private Room	Covered in Full	\$100 deductible	\$300 deductible	\$250 co-pay; 1 per person, 2 per family per year
Outpatient: Surgery Facility	\$8	\$10	\$15	\$15
Chemotherapy, Radiation Therapy, Inhalation Therapy	\$8	\$10	\$15	\$15
Cardiac Rehabilitation (24 visits per year)	\$8	\$10	\$15	\$15
Occupational, Speech, Physical Therapy	\$8; 30 visits per therapy	\$10; 30 visits per therapy	\$15; 20 visits per therapy	\$15; 30 visits per therapy
Emergency Room (waived if admitted to hospital)	\$35	\$50	\$100	\$100
Emergency Ambulance (medically necessary)	\$35	\$50	\$100	\$100
Mental Health Care				
Inpatient (unlimited if medically necessary)	Covered in Full	\$100 deductible	\$300 deductible	\$250 co-pay; 1 per person, 2 per family per year
Outpatient (unlimited if medically necessary)	\$8	\$10	\$15	\$15
Substance Abuse Treatment				
Inpatient Detoxification (unlimited if medically necessary)	Covered in Full	\$100 deductible	\$300 deductible	\$250 co-pay; 1 per person, 2 per family per year
Outpatient (unlimited if medically necessary)	\$8	\$10	\$15	\$15
Inpatient Rehabilitation (unlimited if medically necessary)	Covered in Full	\$100 deductible	\$300 deductible	\$250 co-pay; 1 per person, 2 per family per year
Other Services				
Durable Medical Equipment	20% co-insurance	50% co-insurance	50% co-insurance	50% co-insurance
Home Health Care (unlimited visits)	Covered in Full	Covered in Full	Covered in Full	Covered in Full
Hospice (210 days)	Covered in Full	Covered in Full	Covered in Full	Covered in Full
Prosthetic Devices	20% co-insurance	50% co-insurance	50% co-insurance	50% co-insurance
Skilled nursing facility non-custodial (unlimited days) For rehabilitation purposes - Not Long Term Care	Covered in Full	Covered in Full	Covered in Full	Covered in Full
Prescription Drug Services				
One co-payment per 30 day supply <small>*Mail Order available per 90 day supply for one co-pay Please call 603-7982 if interested</small>	\$0/\$7/\$10	\$5/\$7/\$10	\$10/\$15/\$20	\$5/\$10/\$15
Vision Care				
Routine vision eye exam	Covered in Full; every year	Covered in Full; every year	Covered in Full; every 2 years	Covered in Full; every 2 years
Dependent Coverage				
Coverage terminates on last day of birth month	Age 26	Age 26	Age 26	Age 26
Out-of-Network				
Deductible	\$300/\$600	\$500/\$1,000	\$1,000/\$2,000	\$1,000/\$2,000
Co-insurance	20%	20%	25%	25%
Out-of-Pocket Maximum	\$2,000/\$4,000	\$2,500/\$5,000	\$2,500/\$5,000	\$2,500/\$5,000
Lifetime Maximum	None	None	None	None
Premium				
Single		\$507.88	\$455.06	\$467.28
Family		\$1,432.25	\$1,324.48	\$1,359.74
Census - Enrollees				
Single		30	30	30
Family		90	90	90
Monthly Cost		\$144,138.90	\$132,855.00	\$136,395.00
Annual Cost		\$1,729,666.80	\$1,594,260.00	\$1,636,740.00
			-7.83%	-5.37%



PREFERRED

DENTAL

BENEFITS PLAN

The County of Erie

For the most up-to-date listings of participating dentists, visit www.emblemhealth.com, click on "Find a Doctor" and select the "Preferred" Network option.

Your EmblemHealth Preferred Dental Plan provides for a high level of coverage through EmblemHealth's network of over 7,000 Preferred dentists and specialists in New York and New Jersey.

You have the freedom to choose the Preferred network dentists or specialists you use for covered services. You are not required to select a specific primary care dentist. You decide the participating provider at the time you receive care. All benefits shown below are on a per person basis.

Certain types of oral surgery may be covered under the medical plan.

Dependent Coverage: Children to age 19 (end of calendar year).

Predetermination of Benefits: This is a process by which EmblemHealth reviews and estimates benefits before services are rendered. It helps you to know in advance the services and materials EmblemHealth will cover or the benefits EmblemHealth will provide. It is available upon request for certain services. It is not available for Type A or basic restorative services. To obtain a Predetermination of Benefits, submit a Treatment Plan to EmblemHealth before receiving oral surgery, prosthetics or appliances. EmblemHealth will review the Treatment Plan and inform you and your provider of the results. Actual benefits may vary based upon new information received by EmblemHealth after it has issued the Predetermination of Benefits. If the services actually rendered are not the services set forth in the proposed treatment plan, then this Predetermination of Benefits shall be void.

Dental Services Not Covered: In addition to exclusions noted above, this Plan provides no coverage for: Cosmetic surgery and treatment unless involving reconstructive surgery incidental to trauma, infection, or disease of the involved part; prescription drugs and medications; services and appliances for the treatment of temporomandibular joint (TMJ) dysfunction; behavioral management; implants; transplantations; and other services not listed as covered. You are not covered for services that do not conform to accepted standards of dental practice.

Annual Maximum: \$1,200

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Type A - Preventive and Diagnostic Services		
Base Coverage Level	Provider is paid 100% of the Preferred Schedule of Allowances.	EmblemHealth reimburses you up to 100% of the Plan's Spectrum Plus fee schedule. You are responsible for any dental charges that exceed this payment.
Examinations - 2 per person per calendar year. 1 initial comprehensive examination per dentist, per lifetime.	Covered The patient has no out-of-pocket expenses for the covered service rendered.	Base Coverage Level as described above.
Prophylaxes (Cleanings) - 2 per person per calendar year.		
X-Rays - 4 bitewing x-rays per person per calendar year. - 1 full-mouth series of x-rays or 1 panoramic film per person once every 3 years.		
Fluoride Treatments - 1 per person per calendar year to age 19 (end of calendar year child reaches age 19).		
Space Maintainers - 1 per dependent child, per lifetime. Coverage provided until end of calendar year child reaches age 19.		
Mouth Guards - 1 per dependent child, per lifetime. Coverage provided until end of calendar year child reaches age 19.		

NOTE: This is not a complete benefit comparison or a contract and should only be viewed as a brief summary to assist you in understanding this EmblemHealth benefit program. A detailed benefits description, including limitations and exclusions, is contained within the Certificate of Insurance. The terms, conditions, limits and exclusions shown in the Certificate of Insurance shall govern.

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Type B - Basic Services		
Base Coverage Level	Provider is paid 100% of the Preferred Schedule of Allowances.	EmblemHealth reimburses you up to 100% of the Plan's Spectrum Plus fee schedule. You are responsible for any dental charges that exceed this payment.
Simple Extractions	<p>Covered</p> <p>The patient has no out-of-pocket expenses for the covered services rendered.</p>	<p>Base Coverage Level as described above.</p>
Basic Restorations (Fillings) <ul style="list-style-type: none"> - Posterior composite fillings on molars are reimbursed at the amalgam fee. Patients who elect composite restorations on molars are responsible for the differences between the EmblemHealth payments and the dentists' normal submitted fees for the services rendered. Patients should discuss these additional fees with dentists when reviewing the treatment plan and financial arrangements. 		
Endodontics (Root canal therapy) <ul style="list-style-type: none"> - Pulpotomy covered once per tooth, per lifetime. Not covered if root canal done on same tooth by same provider within 3 months of the pulpotomy. 		
Periodontics (Treatment of diseases of the gum and jaw) <ul style="list-style-type: none"> - 5 periodontal treatments per person per calendar year. - 1 type of periodontal surgery and/or 1 graft per quadrant. 		
Oral Surgery (Surgical removal of an erupted tooth) <ul style="list-style-type: none"> - Charges for x-rays taken solely for surgery, local anesthesia, and post-operative care included in allowance for oral surgery. - Coverage includes surgery on fractured jaws, impactions, lesions in and around the mouth, and reimplantations. 		
Anesthesia & IV Sedation - Covered for general anesthesia and IV sedation for covered services. Charges for local anesthesia are included in the allowance for the dental procedure. No separate allowance for local anesthesia. Analgesia and monitoring devices not covered.		
Palliative Services (Relief of pain) <ul style="list-style-type: none"> - 1 service per person per calendar year, emergencies only. 		
Repair of Appliances <ul style="list-style-type: none"> - Replacement of broken teeth or clasps, recementation of inlays, crowns, bridges and space maintainers. Replacement of broken facings. 		
Tests and Laboratory Exams - Biopsy and examination of oral tissue.		

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Type C - Major Services		
Base Coverage Level	Provider is paid 100% of the Preferred Schedule of Allowances.	EmblemHealth reimburses you up to 100% of the Plan's Spectrum Plus fee schedule. You are responsible for any dental charges that exceed this payment.
<p>Fixed and Removable Prosthetics - Both immediate and permanent dentures, full or partial, repair, and crowns over implants.</p> <p>Major Restoration - Includes crowns, related post and core procedures and inlays.</p> <ul style="list-style-type: none"> - Replacement or substitution of appliances covered only after 5 years have passed since appliance was inserted. - EmblemHealth reimburses crowns, single abutment crowns, and panties other than porcelain fused to base metal at the allowance for predominantly base metal. Patients who elect crowns other than porcelain fused to base metal are responsible for the differences between the EmblemHealth payments and the dentists' normal submitted fees for the services rendered. Patients should discuss these additional fees with dentists when reviewing the treatment plan and financial arrangements. - Coverage provided for crowns or panties for attachment or clasp purposes only if tooth cannot be restored by fillings. - When a fixed bridge and partial denture are inserted in the same arch, only the partial denture is covered unless 5 years have passed since prior insertion of the fixed bridge or partial denture. - No separate allowance for temporary service or appliance. - Posts covered only if there is evidence of root canal on the tooth. - Charges for cementation of crown/inlay are included in allowance for the crown/inlay. - Crowns over implants are reimbursed based upon the allowance for a single crown, porcelain fused to predominantly base metal. The patient is responsible for the difference between the dentist's normal submitted fee and the EmblemHealth payment amount. 	<p style="text-align: center;">Covered</p> <p style="text-align: center;">The patient has no out-of-pocket expenses for the covered service rendered.</p>	<p style="text-align: center;">Base Coverage Level as described above.</p>
Type D - Orthodontics		
<p>Orthodontic Base Coverage Level</p> <p>Available for covered dependent children to age 19 (end of calendar year).</p> <p>EmblemHealth's orthodontia allowance does not include charges for missed appointments or additional cosmetic banding options. Charges for these items are the responsibility of the patient and can reflect the provider's standard charges.</p>	<p>EmblemHealth will issue an initial payment to the participating dentist upon receipt of a claim confirming the initiation of comprehensive orthodontic treatment. The balance of the available orthodontia benefit due will be issued in subsequent quarterly payments.</p>	<p>EmblemHealth reimburses you up to 100% of the Plan's Spectrum Plus fee schedule. You are responsible for any dental charges that exceed this payment.</p>

Refer to Policy Forms PLD-1104-C and PLD-1103-C

Group Health Incorporated (GHI), HIP Health Plan of New York (HIP), HIP Insurance Company of New York and EmblemHealth Services Company, LLC are EmblemHealth companies. EmblemHealth Services Company, LLC provides administrative services to the EmblemHealth companies.

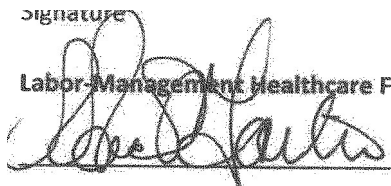
Labor-Management Healthcare Coalition
Emblem Health Dental Rates
Effective April 1, 2015 through March 31, 2016
for Erie County

Active		Retirees		
Single	Family	Single	Two-Person	Family
\$21.49	\$78.42	\$42.14	\$94.30	\$152.64
Cobra Rates <i>Includes 2% Admin Fee</i>				
\$21.92	\$79.99			

These rates are for illustration purposes only and include \$6.19 per dental contract per month for GHI ASO administrative fees for the period April 1, 2015 through March 31, 2016.

Acceptance of Rates:

Signature
Labor-Management Healthcare Fund



Victoria Martino/ Executive Director

The following sections were modified as a result of this Collective Bargaining Agreement:

Article	Title	Section	Title
III	Pledge Against Discrimination and Coercion	N/A	N/A
IX	Hours of Work	1(b)(1)	Regular Hours
IX	Hours of Work	1(b)(5)	Regular Hours
IX	Hours of Work	8	Call In Pay
XI	Work Force Changes	11	District Assignment
XI	Work Force Changes	12	Stand-By Time
XV	Sick Leave	10	Sick Leave Bonus
XVII	Wages and Classifications	2	Wages
XVII	Wages and Classifications	5	Shift Differential
XVII	Wages and Classifications	6	Longevity
XVII	Wages and Classifications	11(a)(1)	K-9
XVII	Wages and Classifications	12	Aviation Captain
XVII	Wages and Classifications	13	Supervisors
XIX	Health Insurance	1	Health Insurance Plans
XXIV	General Provisions	4	Personnel Records
XXIX	Drug Testing	3	N/A