

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE COUNTY OF ERIE

AND

THE ERIE COUNTY SHERIFF'S DEPARTMENT

CAPTAINS/LIEUTENANTS

AND

TEAMSTERS LOCAL 264

I.B. OF T.C.W.

AND

H. OF A.

2024 - 2026

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STATEMENT OF PURPOSE

This Agreement entered into by the County of Erie, New York, and the Erie County Sheriff's Department, co-employers, hereinafter referred to as the "Employer" and Teamsters Local 264, International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, 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 1 RECOGNITION

SECTION 1.1: 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 thereunder for the term of this Agreement for all Erie County Sheriff's Department 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 2 MANAGEMENT RIGHTS

SECTION 2.1: 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 3
PLEDGE AGAINST DISCRIMINATION AND COERCION

SECTION 3.1: 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 or political affiliation. The provisions of this Agreement shall be applied fairly, by both the Employer and the Union, to all employees.

SECTION 3.2: 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 3.3: 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 3.4: 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 3.5: 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 3.6: 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 4
NO STRIKE CLAUSE

SECTION 4.1: The Union recognizes the status of the Erie County Sheriff's Department employees as "public employees" and the provisions of law applicable thereto.

SECTION 4.2: 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 4.3: No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 5
DUES CHECK OFF AND AUTHORIZATION

SECTION 5.1: 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, and initiation fees accordingly each pay period.

SECTION 5.2: 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:

TEAMSTERS LOCAL 264
35 TYROL DRIVE
CHEEKTOWAGA, NEW YORK 14227

SECTION 5.3: 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. The Union hereby agrees to indemnify the County and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of the honoring, by the County, of deductions of dues and initiation fee authorizations in accordance with the provisions of this Article and the transmitting of such deducted dues and fees to the Union.

SECTION 5.4: A deduction authorized by any employee shall continue as long as so authorized unless and until such employee notifies The Union of his desire to discontinue or to change such authorization in writing and by registered mail and the Union shall forward a copy of the employee's notification to the Commissioner of Personnel.

SECTION 5.5: The Employer further agrees to grant to the Union an exclusive payroll deduction of premiums for an employee organization sponsored insurance program.

(Janus?)

SECTION 5.6: 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, 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 6 BULLETIN BOARDS

SECTION 6.1: 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) Holding Center
Deputies Locker Room, "at time
clock" Clerk's Office
Outside of lunch room
- c) County Court - 2nd Floor - Reserve Room
- d) 134 W. Eagle Street
4th Floor - Lunch Room
4th Floor - Civil Division
- e) E.C.M.C.
9th Floor lockup
- f) Communications - Central Police Services (CPS) Building

- g) Erie County Correctional Facility Lunch Room for ECSD's

ARTICLE 7 ACCESS TO PREMISES

SECTION 7.1: The Employer agrees to permit no more than four representatives of the International Union, and/or Local 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 8 NOTIFICATION OF NEW EMPLOYEES

SECTION 8.1: The Employer, through the County Personnel Office agrees to submit to the Union at least every six weeks, if necessary, the list known as "Personnel Changes" of new employees hired, their division, their job classification, home address, and whether their employment is on a permanent, provisional, seasonal, or temporary basis.

ARTICLE 9 HOURS OF WORK

SECTION 9.1: Regular Hours - 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.

SECTION 9.2: 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. (See Schedule "D")

SECTION 9.3: Shift Change -

- a) The consecutive hours of work referenced above shall be described as three (3) shifts, as stated below:

7:00am - 3:00pm	Day Shift
3:00pm - 11:00pm	Afternoon Shift
11:00pm - 7:00am	Night Shift

- b) No employee shall have a shift schedule or day off schedule changed for the purpose of avoiding a payment of overtime.
- 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 9.4: 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 9.6: 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 10 REPORTING TIME

SECTION 10.1: Show Up Time - Any employee reporting to work shall receive a minimum of three (3) hours pay at the employee's appropriate rate of pay.

SECTION 10.2: 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 three (3) hours pay at time and one-half for the first court appearance and a minimum of two (2) hours for the second additional appearance in a different court on the same day. After the second appearance, actual time spent in court shall be paid.
- 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 10.3: Overtime -

- a) Employees requested to work overtime will receive time and one-half such employees 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 hours per pay and forty hours per week to be worked for the purposes of the overtime premium of one-half (1/2) is 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 three hundred (300) hours. This compensatory time benefit is to be in lieu of all other compensatory time benefits.

SECTION 10.4: Distribution of Overtime - So far as is practicable, without reducing efficiency of work performance of the need to the department, 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:

1. 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.
2. 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.
3. 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.
4. 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. However, it is understood that an employee can not be forced for overtime on the day prior to taking an approved vacation of five (5) days or more including the RDO's preceding said vacation.
5. In an emergency which is determined by the Sheriff in his sole discretion such overtime may not be refused.
6. 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.

7. Should any employee refuse overtime work when it "may not be refused" (Section 10.4, #1 or #5) he shall subject himself to disciplinary action. Employees mandated are allowed two (2) passes every calendar year. Passes are not cumulative and do not roll over into the following calendar year. In the event an employee is mandated after exhaustion of the wheel the same day as an attempted pass, such employee shall not be charged for the pass.
8. Employees on vacation will be allowed to work voluntary overtime on their RDO's and off shift.
9. 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 Business Representative of Local 264 requests a copy of the overtime roster each month, a copy will be made available for posting by the union, if they so desire.
10. Employees required to seek medical treatment as a result of an injury while on the job, will be paid for the duration of time they seek initial emergency care for their injury or they are admitted into the hospital whichever is less.

SECTION 10.5: 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 twenty-six (26) 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 10.6: Seniority - Seniority as utilized in this Agreement for all purposes other than layoffs shall be defined in accordance with the following:

- a) Employees of the Sheriff's Department who go from a non-sworn capacity to a sworn capacity or vice versa or who transfer from Deputy Sheriff - Criminal to Captain/Lieutenant Officer for whatever reason shall have their seniority for all purposes other than layoff and recall, vacation and sick leave accrual or assignment to salary steps begin with the first date of service in the new job title.

- b) New employees who have prior service with the County, and who become members of the Sheriff's Department shall have their seniority for purposes of retention, amount of vacation and sick leave credit accruals and assignment of salary steps determined pursuant to Sections 70 and 80 of the Civil Service Law or any other applicable statute. For the purposes other than defined by civil service law in which seniority is a factor, seniority will be determined by total time employed in the employee's current civil service title (Time in Grade).
- c) 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).
- e) 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 department. The seniority lists will show the names, job classifications, division and date of hire of all employees entitled to seniority.
- f) It is agreed and understood that where applicable, Civil Service Law will supersede the seniority defined above in all competitive class positions.

SECTION 10.7: 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,

ARTICLE 11 WORK FORCE CHANGES

SECTION 11.1: Promotions -

- 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, 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

SECTION 11.2: 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) Lieutenants and Captains who bid on an assignment, shift choice shall have their bids considered on the basis of seniority (see c below) specialized training and career development. However, the final authority for any such assignment shall rest with the Sheriff.

c)	<u>TIME IN GRADE</u>	<u>TIME IN SERVICE</u>
RDO's (regular day off)	X	
ASSIGNMENT (shift)	X	
OVERTIME (preference)	X	
VACATION (preference)	X	
LAYOFF	(Subject to civil service law)	
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 of is the same, the tie breaker shall be test scores, if the test scores are the same, the tie breaker shall be social security numbers pursuant to Article 10, Section 10.6(d). 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 11.3: 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 11.4: 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. Effective on the 16th consecutive day of actual work by such employee in the higher-level position, 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 11.5: Lay-Off -

- a) In the event the employer plans to layoff employees for any reason, the employer shall make a good faith effort to meet with the Union to review such anticipated layoff' 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 Local Union on the same date that the notices are issued to the employees.
- c) The employer shall give 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 State Civil Service Law.

- d) When a permanent employee in the competitive class is to be laid off, Section 80 and other pertinent sections of the Civil Service Law will be invoked and will govern the layoff procedure of such employees.
- e) When any other employee in the non-competitive class or labor class is to be laid off, due to a reduction in the work force, it is understood the employee with the least amount of seniority in the job title affected shall be the 'first laid off.

SECTION 11.6: Lay-Off Procedure -

- a) The layoff of permanent employees in the competitive class will be governed by Section 11.5(d) above.
- b) The employer will be liable for any error on a separation of layoff 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 11.7: Recall -

- a) The 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) 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.
- c) No new employee shall be hired into a particular job title until all employees on lay off status in that job title desiring to return to work have been recalled.

SECTION 11.8: 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 department.

SECTION 11.9: Transfers -

- a) Where an employee is transferred involuntarily to another shift or division he shall be entitled, upon his request, to have the reason therefore stated in writing and with full particularity, which statement shall become part of his personnel file. Such transfers shall be done by inverse seniority only, and the phrase, "for the good of the service" shall not constitute an adequate or sufficient reason for such transfer.

- b) Employees reassigned involuntarily to another position within the same division shall be entitled, upon request, to have the reason therefore stated in writing. This statement shall then become part of the employee's personnel file. The employee shall not have the right to grieve the response received. In any case, the employee shall receive the necessary training and equipment to properly perform the duties assigned to him.

SECTION 11.10: Assignment Preference

- a) For the purpose of Article 11, Section 11.10 (b), an assignment shall be defined as the particular job duties to be performed by an employee within any general job title, said job titles being listed in schedule "A" of this Agreement.
- b) It is agreed that assignment request may be made for all positions in the Erie County Sheriff's Department, including those non grandfathered positions in Courts and the Penn.
- c) On November 1st of each year the vacancies based on man power needs will be posted for each shift. Employees may bid on these vacancies utilizing their departmental seniority (as defined in Article 10, Section 10.6). This process shall be completed no later than November 15th of each year.
- d) On December 1st of each year, the Employer shall post all the positions on each shift. Employees may bid on these positions utilizing their departmental seniority (as defined in Article 10, Section 10.6). This process should be completed no later than December 15th of each year.
- e) It is understood that upon completion of the bidding process the employee filling the vacancies shall exercise his/her departmental seniority (as defined in Article 10, Section 10.6) at that time in conjunction with all other employees on the shift in the selection of RDO's (Regular Days Off).
- f) Items #c and #d above shall take effect the following January 1st of each year and run annually to the following December 31st.
- g) Any retirement vacancies shall be filled immediately in accordance with #c and #d above. Any medical vacancies may be filled on a temporary basis during any given year by management.
- h) It is understood that the bids for the Booking Area are for a minimum of two years. The union acknowledges the "booking area" requires personnel assigned to this "bid" to possess skills and training that exceed most other

assignments. It is understood that the Sheriff and/or his designee have the exclusive right to immediately remove any deputy or supervisor assigned to the "booking area" if they fail to adequately perform their duties and responsibilities. The Sheriff and/or his designee will provide the union with written notification for any removal. Objection to the removal may be subject to the grievance procedure.

- i) It is understood that any employee may not be displaced off his bid position by an employee from another shift that is required to work forced overtime. Assignments for overtime selection shall be by department seniority (as defined in Article 10, Section 10.6) for the vacancies that are needed to be filled on that particular shift that particular day.
- j) It is further understood that any assignments or bids cannot violate any terms or conditions of the United States Department of Justice "consent decree" or United States Department of Justice "stipulated order of dismissal" or any requirements mandated by the New York State Commission of Correction.

SECTION 11.11: Shift Preference -

- a) This section shall apply only to vacancies not included in Article 11, Section 10(b). 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 Departmental 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 or more eligible employees bid for the position the employee with the greatest length of departmental seniority (as defined in Article 10, Section 10.6) shall be given preference. Civilian competitive and non-competitive employees are included in this Section.
- b) It is understood that upon completion of the bidding process the employee filling the vacancy bid open shall exercise his/her departmental seniority (as defined in Article 10, Section 10.6) at that time in conjunction with all other employees on the shift in the selection of RDO's (Regular Days Off).

ARTICLE 12 **HOLIDAYS**

SECTION 12.1: Holidays Recognized and Observed - The following days shall be recognized and observed as paid holidays:

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

SECTION 12.2: 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 Sunday, the succeeding Monday shall be observed as the holiday.

SECTION 12.3: In those divisions of the department which are responsible for twenty- four (24) hour coverage, the Holidays of New Year's Day, July 4th and Christmas for purposes of Holiday pay shall be the actual calendar date rather than the date celebrated.

SECTION 12.4: An employee who works on a holiday (those listed in Section 12.1 or in conjunction with Sections 12.2 or 12.3 shall be paid at their rate of one and one-half (1 1/2) for all hours worked or receive compensatory time at the same rate.

SECTION 12.5: Employees who are scheduled off because of the observance of a holiday will receive only their regular pay for that day. It is understood the scheduling off (forced off) of employees on a holiday shall be done on rotation basis (inverse seniority).

SECTION 12.6: An employee must have worked his last scheduled work day prior to the holiday and his first scheduled work day after the holiday to receive compensation for the holiday, unless he was 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. A doctor's certificate for sick leave taken the work day before or after a holiday would be considered acceptable evidence of excusable absence in line with Article 15 Section 15.2.

ARTICLE 13

VACATIONS

SECTION 13.1: 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 40 or more hours (6 or more working days) each pay period. An employee on paid leave status (ie: bereavement day(s), personal leave day(s), jury duty, union leave, sick leave day(s), 207c/LDI, and vacation day(s)) or full pay status will be considered as time worked in determining vacation credits.

SECTION 13.2: Credits for length of service shall be granted to each employee on January 1 of each year in accordance with the following schedule:

<u>Length of Service</u> <u>Year</u>	<u>Rate Per Pay Period</u>	<u>Rate Per</u>
From date of employment through completion of two years	3.08 hours	10 days
From 2nd year anniversary through completion of nine years	4.62 hours	15 days
From 9th year anniversary through completion of sixteen years	6.16 hours	20 days
From 16th year anniversary through completion of twenty-five years	7.70 hours	25 days
From 25 year anniversary through all successive years of service	9.23 hours	30 days

SECTION 13.3: 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 Section 13.2 above at any time during the calendar year in which his successive anniversary dates fall, with the understanding that vacation credits can only be used after it has been earned and no employee can run a vacation credit deficit.

SECTION 13.4: Effective 1-1-02 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 (1 & 1/2) rate.

SECTION 13.5: 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.

SECTION 13.6: An employee may be granted one (1) day's 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 will 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 13.7: If a holiday occurs during an employee's vacation, the holiday shall not be charged against vacation credits.

SECTION 13.8: An employee who fails to utilize vacation credits in the year he is eligible to take them, shall be permitted to accumulate all vacation days in a vacation bank.

SECTION 13.9: An employee with the greatest departmental seniority by shift shall be given their choice of vacation periods, subject to the following paragraph:

- a) 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 13.10: Vacation schedules shall be posted in each division during the first week of January of each year. Employees are required to make their selection when notified by their supervisor or department head. The selection processing for all employees in the various departments, for the year in question, must be completed no later than February 15th of each year. Employees will receive notification relative to their, vacation request no later than March 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 13.11: If an employee is promoted or transferred to another County department, vacation credits will be transferred.

SECTION 13.12: 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 13.13: 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.

SECTION 13.14: 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.

SECTION 13.15: Vacation Buy Back (Optional) - Commencing January 1, 2012 and annually on such date, thereafter, employees shall be permitted to sell back up to one hundred (100) hours of accrued and unused vacation each year, in as little as one (1) hour blocks. Such employees must have the hours of vacation leave in their bank and notify their supervisor by March 1st and September 1st each year that they wish to sell vacation hours. Payment for such sell back shall be made in payroll period 5 and 24.:

ARTICLE 14

PAID LEAVES

SECTION 14.1: Bereavement Pay - An employee who has a death in the immediate family (parent, spouse, domestic partner, brother, sister, step-sibling, children, grandparents, grandchildren, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchildren, foster child, stepparent, great grandparent 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 four (4) scheduled consecutive working days commencing with the date of death or date of the memorial service, at the option of the affected employee. However, if the death occurs after the employee reports to work, that day will not be counted as one of the four (4) consecutive working days and upon giving appropriate notice, such employee will be allowed to leave for the remainder of the shift without loss of pay. An employee may hold one day of bereavement to be used for a memorial or funeral service taking place within one year of the commencement of the funeral service taking place within one year of the commencement of the bereavement leave. Proof of services being held at a later date may be required. New York State/City of Buffalo certificate must be submitted for domestic partners.

SECTION 14.2: Personal Leave -

- a) Full-time employees including temporary and provisional personnel will become eligible for and receive four days personal leave after one year of continuous service and also become eligible for 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 300 days.
- 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 in accordance with Schedule "E" for Holding Center Division Deputies and all other employees to submit, at least five working days in advance, when the requested time is for four days and three working days in advance when the request is for three days or less. In case of emergency, the five or three days of advance notice may be waived by the Sheriff or Undersheriff 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 department. 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 14.3: 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 & c) of the 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 served on jury duty.

- c) Employees required to serve jury duty who would normally work on Saturday and/or Sunday shall have the work week changed to reflect the day or days as days off while the jury duty continues.

SECTION 14.4: Union Leave - Members of the Union who are elected or designated to attend any Convention, Seminars, Educational Forums and/or official meeting of the Local Union Executive Board or official meeting of the Executive Board of the International Union, 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 forty-five (45) work days in any calendar year and further provided that a request for such leave is made by the Union in writing to the Sheriff or his designee no less than five (5) calendar days prior to the date that the particular function is scheduled. Any request for such union leave shall not be unreasonably withheld.

SECTION 14.5: 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 15

SICK LEAVE

SECTION 15.1: 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 1 day per month. All absences shall result in an hour for hour deduction from sick leave accruals. Employee may accumulate sick leave up to a maximum of 300 days.
- 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.

SECTION 15.2: 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:

1. Sickness or injury that is non-service connected.
2. Serious illness in the employees 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 employees household. For absences of two consecutive 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.

3. Quarantine regulations.
4. Emergency medical or dental visits.
5. SUBJECT: LEAVE TIME DONATION FOR TEAMSTER MEMBERS AND MANAGERIAL/CONFIDENTIAL EMPLOYEES

EFFECTIVE DATE: JUNE 15, 2023

Policy:

Erie County recognizes the needs of employees and the ability of others to assist in meeting those needs during difficult times. In order to assist other employees suffering a serious medical condition or other emergency need, Erie County allows Teamster and Managerial/Confidential employees to directly donate accrued vacation time to assist a recipient employee. Both the donating employee and recipient employee must meet the criteria established by this policy. This policy applies to employees (both leave time donors and leave time recipients) who are covered by the Teamster collective bargaining agreement or are designated managerial/confidential.

Guidelines:

"Leave time" that is eligible to be donated is defined as accrued vacation time.

To be eligible to receive donated Leave Time, the employee must first use all his/her existing sick, vacation, personal, compensatory, and meal time hours, as applicable, and have a documented serious medical condition or other approved (FMLA or Leave Without Pay) emergency need for time off. The employee may already be qualified under Workers' Compensation, FMLA, or personal leave of absence.

Donated leave time hours shall be deducted in the increments needed by the receiving employee per payroll period. These leave time hours will be utilized according to a "first in/first out" tracking system, that is, they will be deducted in the order in which they were donated.

Employees may donate vacation time by providing Personnel with a signed donor form indicating who the hours are to be donated to, and how many hours are to be donated. The Personnel Department is responsible for coordinating donations between the donating individual, Personnel, and the receiving individual. Forms

for this purpose may be obtained from the Personnel Department or the Erie County intranet ("Ernie") online site. Use the Leave Time Donation form.

In order to be eligible to donate vacation time, the donating employee must have accrued hours available. An employee who makes a donation to another employee may later make further donations to the same employee, however, the maximum individual donation from a qualified donor to a qualified recipient is 240 hours of vacation time.

Donated hours utilized will be at the receiving employee's current rate of pay. Employees receiving donated leave time will be paid only up to the maximum budgeted hours per pay period for that employee. Receiving employees will not be paid holiday pay or shift differential.

Teamster employee members and Managerial/Confidential employees may donate vacation time to other employees in their own or each other's groups (for example, a managerial/ confidential employee may donate vacation time to an employee belonging to the Teamster bargaining unit).

Leave time donated to an employee who is in Leave Without Pay status will be paid to that employee as described above, however, such donation of leave time will not constitute a restart of the maximum allowable time an employee may be in leave without pay status and/or receive employer-paid health and/or dental insurance benefits.

Leave time donated to the recipient will not be cashed out for the recipient upon the recipient's separation from employment for any reason. Unused leave time will revert to the donor.

Erie County provides this benefit as a courtesy for eligible employees and offers no legal or other advice or guidance as to tax implications to employees who donate and/or receive accrued leave time. Employees are encouraged to seek tax implication advice prior to donating and/or accepting time.

SECTION 15.3: Sick Leave Credits - A credit for sick leave under this provision shall be allowed at the ceiling rate of a day and one-quarter (1 & 1/4) working days per month for each month of service as above indicated. Sick leave which is not used shall accumulate to a maximum of 2400 hours. 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 15.4: Extended Sick Leave -

- a) An employee who has completed the years of continuous 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:

Ten (10) continuous years of service - three (3) months. Fifteen (15) continuous years of service - five (5) months in addition to the sick leave accumulated by such employee.

- b) No credits for sick leave, personal leave or vacation shall be earned during periods of extended sick leave with pay, granted in accordance with this section.
- c) Employees shall be eligible for the additional periods of sick leave granted in accordance with this provision until the levels of extended sick leave to which they are entitled have been exhausted.
- d) No extended sick leave with pay will be granted until all other accumulated leave time has been used.

SECTION 15.5: Sick Leave Bonus -

- a) Employees who retire before 12/31/2026 from County service with 15 (fifteen) years of County service shall be eligible for the following:
 - 1. Employees who have a minimum of 100 days of accumulated sick leave as of the date of retirement shall receive \$3,000.00 cash.
 - 2. Employees who have a minimum of 150 days of accumulated sick leave as of the date of retirement shall receive \$5,000.00 cash.
 - 3. Employees who have a minimum of 225 days of accumulated sick leave as of the date of retirement shall receive \$7,500.00 cash.
- b) Employees who retire from County Service shall receive fifty percent (50%) of the full monetary value of the sick leave they have accrued to their credit at the hourly rate of pay in effect at the time of their retirement, which shall be placed into a Health Reimbursement Account. (HRA)

This HRA will commence for those employees covered by the agreement beginning January 1, 2025. This HRA will pay 50% of the sick time a retiring employee has at the time of their retirement. A minimum of 100 hours must be held at the time of retirement. No HRA will be created for employees who leave county service other than through retirement. Individual retirees who have multiple active disciplines in their file at the time of retirement for reporting to work while knowingly or clearly experiencing a severe contagious illness, may be ineligible for this benefit at the County's discretion. Employees retiring on or after 1/1/2024 will not receive an HRA contribution until 1/1/2025.

SECTION 15.6: Reporting Time -

- a) In case of absences, the time for reporting absence shall be at least one (1) hour before the start of the employees 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 five (5) consecutive work days. The Commissioner of Personnel 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.

SECTION 15.7: Sick Leave Records and Reports - Each Division shall maintain an accurate record of the attendance and sick leave status of each employee. A record of the sick leave status of all Sheriff's Department 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 15.8: 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 his resignation.

SECTION 15.9: 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. All absences, including medical or dental visits, shall result in an hour for hour deduction from sick leave accruals.

SECTION 15.10: 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.

SECTION 15.11: Workmen's Compensation -

- a) Employees not covered under provisions of Section 207C of the General Municipal Law who are unable to perform the 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.

- b) When their compensation case is finally adjudicated by the Workmen's Compensation Board 2/3 of the accrued sick leave credits used during the period of disability shall be reinstated.

ARTICLE 16

LEAVE OF ABSENCE WITHOUT PAY

SECTION 16.1: 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 16.2: 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 department.

SECTION 16.3: Maternity Leave -

- a) Employees who are unable to perform the duties of their positions 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) Effective January 1, 1994 leaves for legal adoptions shall be covered under the Family Medical Leave Act.

SECTION 16.4: Substantiation of Request for Sick Leave or Leave Without Pay - 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 employee 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 16.5: 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 16.6: Education Leave for Veterans - Education leave for veterans shall be granted pursuant to Section 246 of the Military Law.

SECTION 16.7: 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 16.8: 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 16.9: 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 16.10: 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 16.11: 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.

SECTION 16.12: 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 16.13: Union Leave - An employee may request leave without pay if elected to any position in Local 264, or International Union Office or elected by the Union to do work which takes him from his employment with the Erie County Sheriff's Department. The number of employees on Union Leave will not exceed 3 employees at any one time,

SECTION 16.14: It is understood that the Sheriff or the Undersheriff has full discretion in granting or denying leaves under this Article.

ARTICLE 17 WAGES AND CLASSIFICATIONS

SECTION 17.1: Definitions -

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

SECTION 17.2: Wages -

- a) The wages in effect during the term of this Agreement for all bargaining unit employees are increases which are effective as follows:

Effective 10/24/2023: \$3.25 increase to the base pay for the rank of Captain and Lieutenant

Effective 10/24/2023: \$5.60 increase to the title of DON/ADON

1/1/2024 5%

1/1/2025 4%

1/1/2026 4%

SECTION 17.4: Pay Period - The salaries and wages of employees shall be paid on the same day every other week and if the pay day is a holiday the preceding day shall be the pay day.

SECTION 17.5: Shift Differential -

- a) Shift differential shall be as follows:
 - \$2.50 - 3:00pm to 11:00pm shift
 - \$2.50- 11:00pm to 7:00am shift
- b) During overtime situations the payment of shift differential shall be paid at the rate stipulated in (a) above.

SECTION 17.6: Longevity Payments -

- a) An employee shall be eligible for the first longevity increment after completing a total of nine (9) years of continuous service with the County and a minimum of five (5) years actual service at the maximum increment step. The above formula shall be increased by one (1) year to include the training steps for purposes of "completing a

total" for sworn personnel effective 1-1-96 and for non-sworn personnel effective 5-24-01.

- b) All employees receiving the first longevity increment and who serve an additional period for three (3) years actual service will receive a second longevity increment.
- c) Again, on the completion of another three (3) years of actual service the employee will receive a third longevity increment.
- d) Again, on the completion of another three (3) years of actual service the employee will receive a fourth longevity increment.
- e) Effective January 1, 2000, the County shall create a fifth longevity step (Step E). Any employee who has been on the fourth longevity step for three years or more shall be moved to the fifth step. Any employee who has been on the fourth longevity step less than three years will move to the fifth step after three years on longevity step four.
- f) Effective January 1, 2024, the County shall create a sixth longevity step (Step F) for any employee who has 25 years of continuous service.
- g) In computing longevity increment eligibility, when appointments are made on January 1, or July 1, and the day falls on a holiday or non-scheduled work day, the increment period will include these days.
- h) Because of the payroll procedures that enable the County to have a regular pay day throughout the year, the increment eligibility period and payroll periods may not at all times coincide. In such cases, the increment date is the first day of the respective pay period during which January 1, or July 1 falls.

SECTION 17.7: Line Up Time -

- a) All Captains and Lieutenants are required to report for work thirty minutes prior to the commencement of their tours of duty. Employees who do so report shall receive time and one-half their regular hourly rate for such time. It is understood that in no event shall such lineup time be considered in any way as overtime or be included as hours worked for the purposes of computing overtime eligibility.

SECTION 17.8: Bonus for Field Training Officers - A 10% bonus shall be given to the deputy, nurse, or employee actually providing on the job training to a new recruit or other employee being trained.

**ARTICLE 18
IN SERVICE DISABILITY BENEFITS**

SECTION 18.1: Any employee of the Sheriff's department not covered by Section 207C

who in the performance of their duties incurs a disabling injury caused by an inmate of the Erie County Holding Center shall be eligible to receive up to 60 paid work days should such injury cause a disability which prevents the employees from performing their normal work duties. In the case of medical staff assigned to the Erie County Holding Center, the number of paid work days shall be ninety (90). It is agreed that such paid days will not be deducted from the employee's accumulated sick leave, and it is further agreed that after a cumulative amount of 60 work days has been so used in any calendar year, any further leave granted due to this injury, shall be deducted from accumulated sick leave. It is agreed that any such injury must be certified as compensable under the New York State Workman's Compensation Law.

ARTICLE 19 HEALTH INSURANCE

SECTION 19.1: Current employees, and employees who retire after the effective period

of the collective bargaining agreement ("future retirees"), shall have a single provider for health insurance. Current employees shall have a choice among three (3) insurance products: the Enhanced Plan, the Core Plan, or the Value Plan (See Appendix "E"). Future retirees (Pre 65) shall have the Core Plan (See Appendix "F"), except as indicated in Section 19.4 (g).

SECTION 19.2: Prescription Coverage - The Employer shall provide each employee with a prescription plan applicable to the coverage provided for in Section 19.1 above.

SECTION 19.3: Dental Coverage - The Employer shall provide the GHI Preferred Dental Plan with 100% orthodonture and 100% prosthetics 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. Switch to Teamsters Health and Welfare Fund. See Appendix A.

SECTION 19.4: Payment for Health Insurance -

a) The following shall be the formula for the payment of Health Insurance.

Effective August 28, 2018 employees shall pay 15% of the Value Plan Premium:

The parties agree that in the event that the Erie County Fiscal Control Board suspends or nullifies pay increases, or step/increment increases contained in the Collective Bargaining Agreement the premium amounts employees contribute toward their Health Insurance shall immediately freeze at the amount in effect at the time of such

action and remain frozen until such time that the pay increases, or step/increment increases have been restored.

- k. The employer will make available a health insurance plan that out-of-state retirees may obtain at an additional cost (PBA language)

<u>Single</u>	<u>Family</u>
1/1/2024: \$1,680	1/1/2024: \$4,525
1/1/2025: \$1,760	1/1/2025: \$4,750
1/1/2026: \$1,840	1/1/2026: \$4,975

- b) In addition, employees who choose the Enhanced Plan shall pay the difference in the cost between the Value Plan and the Enhanced Plan plus the 15% premium of the Value Plan. Employees who choose the Core Plan shall pay the difference in the cost between the Core Plan and the Value Plan plus the 15% premium of the Value Plan. The employee will bear the expense, through bi-weekly payroll deductions, of any amount in excess of the employer contribution.
- c) Open Enrollment: Employees may select from among the insurance plans, annually, during the open enrollment period. The open enrollment period will take place after the annual rates are received from the insurance provider.
- d) Effective 1/1/19 employees, who waive insurance coverage, shall be eligible for a monthly stipend as follows:
- 1) Employees eligible for family coverage shall receive \$500, to be paid in two equal installments of \$250 each.

Note: However, where such employee is or is eligible to be covered by another County employee, no waiver payments shall be due.

- e) Employees and their spouses are required to enroll in Medicare Parts A and B when first eligible, (See Appendix "G").

Pre-Medicare Retirees: Employees hired prior to ratification of this agreement, with fifteen (15) years of County service, who are eligible to retire and do so prior to December 31, 2016, shall have their retiree health insurance paid as follows:

The employer shall pay one hundred percent (100%) of the monthly premium single rate for the Core Plan for eligible employees who retire from the 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.

Pre-Medicare Retirees: Employees hired prior to ratification of this agreement, with fifteen (15) years of County service, who are eligible to retire from County service and do so on or after December 31, 2016 shall pay the same percentage for retiree health insurance that they paid as an active employee.

Post-Medicare Retirees: Employees hired prior to ratification of this agreement, with fifteen (15) years of County service, who are eligible to retire and retire prior to December 31, 2016 shall have their retiree health insurance paid as follows:

Employees and their eligible spouses shall be required to select the designated Medicare Advantage Plan or the equivalent, that includes prescription drug coverage and basic out-of-network benefits, when first eligible. Any employee who retires under this agreement, and his or her eligible spouse (and eligible child/children if applicable) who are under age 65, will be provided with a single or family Core Plan for the nonage 65 member(s). A post-Medicare retiree, and his or her eligible spouse aged 65/Medicare Eligible, may choose from Option A or B (Medicare Advantage HMO plans), or C (Medicare Advantage PPO plan) as referenced on the attached Appendix "G". 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-Medicare eligible retiree who chooses Option D (Commercial PPO) shall pay the difference in the cost between the highest premium of Option A, B or C, and the Option D (Commercial PPO) premium. Health care coverage will be provided for the lifetime of the retiree. Family coverage will be provided upon written documentation. All other employer contributions shall be eliminated.

- f) The Union and the County agree that if a High-Deductible health plan is offered by the LMHF, such plan would be offered to employees covered by this agreement.
- h) The County will pursue discussions with the LMHF for a blending of the experience pools to establish a blended rate for active and retiree health plan premiums. If blending of the pools is unsuccessful the parties agree to reopen negotiations for resolution of this issue.
- i) The attached health benefit summaries cannot be changed without the approval of the labor-management health insurance panel, the format of which is to be determined by mutual agreement (Appendixes "E through "G").

SECTION 19.5: 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 without any cost to employee.

SECTION 19.6: Notwithstanding the other provisions of this article, the Employer agrees to continue the health insurance coverage of an employee 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 by reason of any accident, injury, illness or disease which is found to be compensable by the Worker's 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) period shall commence immediately upon the employee reporting his inability to report to work.

SECTION 19.7: 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.

SECTION 19.8: During the health coverage open period, and each open period thereafter, employees who desire to withdraw from any health insurance coverage shall be permitted to do so upon signing a waiver counter signed by the Union and the Commissioner of Personnel. Upon the effective date of such withdrawal, the employee shall receive each month in lieu of coverage, a payment as described in Section 19.4(f) for each calendar month.

SECTION 19.9: 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.

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

I hereby for myself, my heirs executors and administrators, waive my rights to County-provided health insurance coverage pursuant to the Collective Bargaining Agreement between the County of Erie and the Sheriff of Erie County and the Teamsters Local #264.

I understand the RISK inherent to electing the Health Insurance Waiver Option and assume any and all responsibility for said RISK to myself, my heirs, executors and administrators.

I release any and all rights and claims I may have against the County of Erie, the Sheriff of Erie County and the Teamsters Local #264, and their respective representative as a result of my waiver of health insurance coverage to which I was previously entitled.

I understand that once this withdrawal of health insurance coverage is in effect, I may not reenter any County provided insurance plan until the next open period occurs or unless the employee experiences a qualifying event. (See Section 19.4 (d)).

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

EMPLOYEE

DATE

TEAMSTERS LOCAL #264

DATE

ERIE COUNTY COMMISSIONER
OF PERSONNEL

DATE

SECTION 19.10: 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.

ARTICLE 20 RETIREMENT PLAN AND DEATH BENEFITS

SECTION 20.1: All eligible Sheriff Department employees will be covered in the non-contributory pension plan by which they are currently covered.

SECTION 20.2: Should the so called "20 year plan" provided by Section 89(b) of the New York State Retirement and Social Security Law of July 1, 1976 be reopened by the New York State Legislature and the New York State Retirement system, the Sheriff shall recommend any eligible qualified Deputy Sheriff to become a member of such plan and the County of Erie shall provide any funds necessary to enter such eligible and qualified Deputies into such plan.

SECTION 20.3: The County shall commit to the placement of Captains/ Lieutenants into the Twenty Year Police and Fireman's Pension, if the State of New York makes this available.

SECTION 20.4: In addition, 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.

SECTION 20.5: Effective May 24, 2001 and for the term of this agreement the County of Erie and the Sheriff of Erie County agree to reopen the contract for purposes of placement of Captains/Lieutenants into a twenty (20) year or twenty-five (25) year retirement plan.

ARTICLE 21 GRIEVANCES AND JUDICIAL REVIEW

SECTION 21.1: 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 of any law or regulation.

SECTION 21.2: Definitions -

- 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 Department of Erie County having employees within the bargaining unit 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 work days.
- 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 21.3: 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 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 21.4: 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 Local Union.

SECTION 21.5: Processing Grievance During Working Hours - The Union Stewards as mentioned in Section 21.4 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 next highest in command. Permission to leave job assignments for the above reasons and purposes shall not be unreasonably withheld.

SECTION 21.6: Labor Management Committee - Conferences between representatives of the co-employers and at least three (3) representatives of the Union on important matters which 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 21.7: Rights of the Parties - Any party shall have access upon request to any written statements or records which 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 21.8: Grievance Procedure -

STEP 1:

The Union Business Agent or his designee with or without the aggrieved employee shall present 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. Facts of the grievance shall include the particular section of the contract or the department rules, regulations and procedures involved and the remedy sought by the employee. The grievance must be presented within 15 calendar days of the occurrence of the grievance, or within 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 10 calendar days from the date the grievance was first presented to the Employer. He shall render a written decision within 5 days after the informal hearing. If the grievance is not satisfactorily resolved at Step 1, the Union may appeal within 10 days to Step 2.

STEP 2:

In the event the grievance has not been satisfactorily resolved in Step 1, an appeal may be taken by the Union within 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 10 calendar days of the mailing of such appeal. A formal hearing will be held and a written decision will be issued within 10 calendar days from the date of the hearing.

STEP 3:

- a) 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 Business Agent of Local #264 or his designee, within 10 calendar days from the day the Union received the Step 2 decision. Notice of appeal to arbitration shall be served by registered or certified mail to the Commissioner of Labor Relations for the County of Erie, with copies to the Sheriff and the County Attorney.
- b) The Arbitrator shall be selected as follows: A panel of permanent Arbitrators is hereby established in the following order:
 - 1. Richard Chapman
 - 2. Jacqueline Drucker
 - 3. Howard Foster
 - 4. Lise Gelernter
 - 5. Ronald Kowalski
 - 6. Michael Lewandowski
 - 7. Jeffrey Selchick
 - 8. Jay Siegel
 - 9. Tim Taylor
 - 10. John Trela
- c) Either party will have the right to propose additional names which names will be added once the other party has agreed to said inclusion in writing. Whenever possible, additions will be given an opportunity to arbitrate at least one case on a probationary basis.
- d) Any individual name will be removed from the list at the request, in writing, of either party.
- e) Assignment to arbitrations will be on a rotating basis. The procedure can be changed if both parties agree to the selection of a particular Arbitrator for a particular grievance.
- f) 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 in writing.

- g) 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 hearing may provide for one at its expense and shall provide a copy to the arbitrator and the other party.
- h) 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 Business Agent or his designee and the grievant.
 - Step #2 - Union Business Agent or his designee and Chief Steward.
 - Step #3 - Union Business Agent or his designee, Chief Steward, Chairman of the Grievance Committee, and the Grievant.
- i) Local #264 Staff Representative and International Representative may be present at each step of the grievance procedure.

ARTICLE 22 DISCIPLINE AND DISCHARGE

SECTION 22.1: 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) A Business Agent and/or Chief 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 a Business Agent and/or Chief Steward prior to the interrogation and, if the employee chooses, a Business Agent and/or Chief Steward shall be in attendance during all questioning. It is expressly understood, however, that the Business Agent and/or Chief Steward shall be in attendance as an observer only. The employee may request and shall be granted one five minute recess during the interrogation, and at that time may, if he so requests meet in private with the Business Agent and/or Chief 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.
- f) This section shall not apply to those investigations, which could lead to criminal charges being brought against an employee.

SECTION 22.2:

- 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, demotion in rank or dismissal from service, a notice of such discipline shall be made in writing 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 counseling are not considered discipline, but copies should be sent to the Union.
- c) In discipline 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. Under the penal law, Article 10, Section 6, a crime is defined as a misdemeanor or felony.

In discipline not involving allegations of criminal conduct, the amount of suspension, without pay, prior to the case being litigated under the grievance procedure shall be up to a maximum of thirty (30) days. Delays caused by the suspended employee may extend the suspension period without pay

Where any member of this bargaining unit is administratively reassigned or placed on administrative leave as a result of a complaint filed against them, the employee shall be compensated at a rate of 1/52 of the employee's previous year's total earnings. The time for said paid leave will during the investigatory phase through the conclusion and final determination by the County, thereafter, contractual language will apply.

- d) 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 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 Commissioner or his designee within 10 calendar days of the receipt of the disciplinary grievance, and a written decision shall be issued within 10 calendar days of the hearing.
- e) 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 Business Agent of Local #264 or his designee within 10 calendar days from the date the Union receives the decision in (c) above.

- f) Notice of appeal to arbitration shall be served as required under Article 21, Section 21.8, Step 3 of this Agreement.
- g) A disciplinary Arbitrator shall confine himself to determination of guilt or innocence and the appropriateness of proposed penalties. Disciplinary Arbitrators shall neither add, subtract from nor modify the provisions of this Agreement. The decision or award of the Arbitrator shall be final and binding on both parties.
- h) 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.
- i) Change of shift, work schedule, job transfer or work reassignment shall not be made for the purpose of imposing discipline. Nothing in this paragraph shall bar any other action taken pursuant to this Article.
- j) 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 Business Agent, Chief Steward, Chairman of the Grievance Committee and the Grievant.
- k) 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.
- l) A Local #264 staff representative may be present at each step of the grievance procedure.

ARTICLE 23

GENERAL PROVISIONS

SECTION 23.1: 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 23.2: Union Activities On Employer's Time and Premises -

a) The Employer agrees that during working hours and for reasonable periods of time on the Employer's premises and without loss of pay, not more than seven (7) employees designated as Chief Stewards whose names are submitted to the Sheriff in writing by the Union, shall be allowed to engage in the following activities when necessary after obtaining permission from the appropriate Division Head:

1. post Union notices
2. distribute Union literature
3. transmit communications authorized by the Local Union or its officers to the Employer or his representative
4. consult with the Employer, his representatives, Local Union Officers, or other non-employed Union representatives concerning the enforcement of any provisions of this Agreement

SECTION 23.3: Contract Negotiations - The Employer will give time off with no loss of pay for seven (7) members of the Local Union Contract Negotiating Team to participate in contract negotiations.

Section 23.4: Education Bonus: \$500 Associate's Degree

\$1,000 Bachelor's Degree

\$1,500 Master's Degree

SECTION 23.5:

a) **Uniform Allowance:**

1. The employers agree to negotiate the impact of any major uniform changes.

SECTION 23.6: Badges - Upon retirement, a Deputy Sheriff who has fifteen (15) years of service in the Erie County Sheriff's Department will be allowed to keep his badge on his date of retirement.

SECTION 23.7: 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 23.8: Sanitary Facilities - The Employer agrees to keep in good working order all existing sanitary facilities under his control.

SECTION 23.9: Car Allowance - Civil Deputies shall receive a mileage allowance paid in accordance with the regulations of the Civil Practice Law and Rules, Section 8012. At present this reimbursement is set at twenty-three cents per mile, and is to be paid as such effective January 1, 1988. The County's policy on mileage reimbursement will be maintained in all other cases.

SECTION 23.10: Printing of Contract - The County will pay for the cost of the Agreements it requests, if any, from the Union.

SECTION 23.11: Polygraph Test - The Employer may not require any employee to take a polygraph test against their will.

SECTION 23.12: 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 abusive 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 23.13: Personnel Records -

- a) An employee shall, within five working days of a written request to the Sheriff, have an 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 Department. 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 history folder. An employee may, at any time, request and be provided, copies of all documents and notation 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 employee's expense.
- c) Any material in the official personnel history folder of an adverse nature over three (3) years old shall not be referred to in disciplinary proceedings.

SECTION 23.14: Safety Standards -

The Employer and the Union agree to establish a Labor/Management committee as the sole means to establish policy and procedures for the purpose of operation of the holding center, the dealing with the issues of the unit personnel and the handling of contagious diseases, for safety, and for health issues.

Such committee shall be composed of six (6) members, three (3) selected by the Sheriff of his designee, and three (3) selected by the Union. The parties shall notify

each other of their selection. Such selection shall be made by _____ whereupon the first meeting shall take place on _____ and shall meet on every last Thursday of every month. The committee members shall agree on a time and place for the meetings. Three (3) members shall constitute a quorum.

Before being agreed to by consensus or submitted to a vote, all proposed policies and procedures shall be in written form. Proposed policies and procedures may be submitted by any member of the committee for consideration by the entire committee.

After discussion of the proposed policy and procedure and any amendments thereto, the parties shall endeavor to reach consensus. If they are unable to reach consensus, it shall be put to a vote. If approved (by consensus or by vote), the policy and procedure shall become part of the Sheriff's Policy and Procedure Manual, and shall be subject to the parties' grievance and arbitration machinery contained in Section 21 of the cba.

Any and all policies and procedures shall not be in contradiction with any article of the current collective bargaining agreement.

Any and all policies and procedures shall not be in contradiction with any provisions of the United States Department of Justice "consent decree" or United States Department of

Justice "stipulated order of dismissal" or any requirements mandated by the New York State Commission of Correction.

SECTION 23.15: K9 Deputy Erie County Holding Center -

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:

- a) The Deputy Handler shall be compensated at the rate of ten dollars (\$10.00) per day for seven (7) days a week to be paid out of the asset forfeiture fund.
- b) The Erie County Sheriff's Office shall continue to be responsible for the food and medical care needed by the animal.

ARTICLE 24 INDEMNIFICATION

SECTION 24.1:

- 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 an 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 non-feasance 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. The County will allow for a payroll deduction for any Captain or Lieutenant that voluntarily elects to enroll in the Teamsters legal defense fund.

- 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 24.2: 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 employee malfeasance, misfeasance, or non-feasance in the service or execution of civil process.

ARTICLE 25 SAVINGS CLAUSE

SECTION 25.1: Should any Article, Section or portion thereof, of this Agreement to 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 26 EMERGENCY SITUATIONS

SECTION 26.1: 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 9 - Hours of
Work Article 10 -
Reporting Time

Article 11 - Work Force Changes

Article 12 - Holidays

Article 13 - Vacations Article 14 - Paid Leaves

ARTICLE 27 PHYSICAL FITNESS

SECTION 27.1: Agreement in Principle -

- 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, discipline, etc., and such meeting shall not be considered as 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 complete listing of bargaining unit classifications (Schedule "A").

ARTICLE 28

DRUG TESTING

SECTION 28.1: Preconditions to Drug Testing -

- a) All Captains and Lieutenants 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 Captains and Lieutenants
- c) The County of Erie and the Sheriff of Erie County 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 Captains and Lieutenants:
 - 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 the U.S. Department of Health and Human Services (U.S.H.H.S.) shall be utilized for initial and confirmatory testing. Tested levels which fall below these cutoff levels shall be considered negative results.

SECTION 28.2: 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 M.R.O.
- 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 M.R.O.
- 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" the term employee, when used in Article 29 of this agreement, shall mean sworn personnel and nurses.

SECTION 28.3: Prohibited Substances - The Department may test for the presence of any of the following substances: marijuana, cocaine, opiates (ie: heroin, morphine), amphetamines and phencyclidine (PCP).

SECTION 28.4: Individuals Subject to Drug Testing and Testing Circumstances -

- a) All sworn personnel and nurses may be subject to drug testing. 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).

- 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 department head 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 2 years.
- e) "Positive Test Results" unless otherwise noted in this policy, a final positive test 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 higherranking 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 28.5: 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. A urine sample will 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.
2. Immediately after the sample has been given, it will be divided into two (2) equal parts, provided at least 60m1 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 (2) of the samples will be sent or delivered to a testing laboratory.
3. 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.
4. 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.
5. A tamperproof 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.
6. Should the employee be unable to pass the required amount of urine, he/she shall remain at the collection center and follow all directives given by the collection site person until such time as 60m1 or more of urine has been passed. Should the employee be unable to pass at least 60m1 of urine during his/her shift, he/she 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 twelvemonth 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 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 using the testing procedure noted herein. 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/she otherwise acted in an arbitrary or capricious manner, the arbitrator may award the employee involved up to one day's pay at his/her regular straight time rate, and any other penalty deemed appropriate by the arbitrator.
- 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 28.5 (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 the collective bargaining agreement. Such a failure to submit to a test will result in the suspension of the employee and thereafter he/she 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 28.6: 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 (ie: family, marital, financial, etc.) which negatively impact on the employee's employment with the Erie County Sheriff's Department.
 - 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/her 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 the collective bargaining 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 Erie County Sheriff's Department's approved program, the employee:

1. Shall be relieved of duty, utilizing whatever leave time may be available in accordance with the collective bargaining agreement and/or the federal law. The employee shall be required to utilize all paid leave credits (ie: 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/she has satisfactorily completed 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/she shall be placed in the selection pool for a period of twenty-four (24) months.

SECTION 28.7: Amnesty Rehabilitation Program -

- a) "Treatment/Rehabilitation Encouraged" members of the Teamsters Bargaining Unit who have a drug abuse or addiction problem are hereby encouraged to seek treatment and rehabilitation under this Employer/Union EAP program. Participation in this program shall be without fear of any discipline or discharge penalties provided:
1. 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.
 2. 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.

3. The employee must sign any and all releases and/or waivers so as to allow the Employer to ensure 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.
4. "Confirmed Positive Test Results" a 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 the provisions of this policy.
5. "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 28.8: Part of Employer/Union Contract - This policy shall be considered part of the Employer/Union Collective Bargaining Agreement.

SECTION 28.9: 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 29 TOTAL AGREEMENT

SECTION 29.1: 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.

ARTICLE 30 STATUTORY PROVISIONS

SECTION 30.1: 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 31 TERMINATION AND MODIFICATION

SECTION 31.1:

- a) This Agreement shall be effective as of January 1, 2024 and shall remain in full force and effect until the 31st day of December 2026. 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 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.

IN WITNESS WHEREOF, the duly sworn authorized representatives of the parties have signed their names below this day of _____.



Joshua Pennel, Commissioner
Erie County, Labor Relations



Brian C. Dickman, President
Teamsters 264

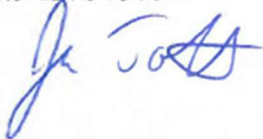


John Garcia, Sheriff Erie County Sheriff's Office



Mark C. Poloncarz, County Executive County of Erie

APPROVED AS TO FORM



MEMORANDUM OF AGREEMENT

The Sheriff and Teamsters Local #264, shall establish a committee to study the question of upgrades in the Sheriff's Department. The Sheriff shall designate three employees to serve on the committee and Local #264 shall designate three employees to serve on the committee. The committee will forward any recommendations to the County Executive and to the County Legislature for their review.

SCHEDULE "A"
TITLES IN BARGAINING UNIT

CAPTAIN
CAPTAIN-OFFICER
LIEUTENANT
LIEUTENANT-OFFICER

SCHEDULE "B"



APPLICATION AND NOTICE For Membership in Local Union No. _____ Affiliated with the International Brotherhood of Teamsters

I voluntarily submit this Application for Membership in Local Union _____, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law, I may elect "nonmember" status, and can satisfy any contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment, and I can request the Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative sufficient to enable me to decide whether or not to become an objector. I understand that nonmembers who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining will be entitled to a reduction in fees based on the aforementioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedures for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

PRINT _____ (LAST NAME) (FIRST NAME) (MIDDLE INITIAL) Occupation _____
Street _____ Phone _____
City _____ State _____ Zip Code _____
Employer _____ Employment Date _____
Street _____ Phone _____
City _____ State _____ Zip Code _____
Initiation Fee \$ _____ Paid to _____
Date of Birth _____ Social Security No. _____
Have you ever been a member of a Teamster Local Union? _____
If yes, what Local Union No. _____

DATE OF APPLICATION _____

SIGNATURE OF APPLICANT _____

White Copy to Local Union

Yellow Copy to Local Union

Pink Copy to Applicant



CHECKOFF AUTHORIZATION AND ASSIGNMENT

INTERNATIONAL
BROTHERHOOD OF
TEAMSTERS

I, _____ (Print Name) hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____
Social Security Number _____ Date _____
Address _____
City _____ State _____ Zip Code _____
Employer _____

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

White Copy to Local Union

Yellow Copy to Company

Pink Copy to Applicant

SCHEDULE "C"

COMPTROLLER'S ACCOUNTING PRESCRIPTION (CAP) - CAP 210- 1 TRAVEL OF COUNTY PERSONNEL ON OFFICIAL BUSINESS - REV - 11/08

GENERAL

The Erie County Comptroller, in accordance with paragraph (f) of Section 12.02 of the Erie County Administrative Code, is required to prescribe and issue procedures to all County departments for the accounting of all appropriations, encumbrances, expenditures and revenue. When the policy for a specific function rests with other than the Comptroller, the CAP will reflect both the policy of the responsible department and the Comptroller's accounting prescription. Travel policy for the County of Erie is the responsibility of the Director of Budget and Management. The Commissioner of Labor Relations is responsible for establishment of the local mileage reimbursement rate subject to provisions of the County's collective bargaining agreements. Instructions for all references to document preparation can be obtained from the appropriate HELP screens in the County's financial accounting system or by contacting the Erie County Helpdesk.

COUNTY TRAVEL POLICY AND PRESCRIPTION Section 1, Long Distance Travel

This policy is general in nature in order to allow the department head discretion in carrying out his/her responsibility for controlling travel expense with regard to:

Authorizing travel only when necessary.

Maintaining proper control to see that employees are not in a travel status any longer than assignments require.

Assuring that the method of transportation utilized is the most expedient and economical.

In addition to existing policies and procedures contained in the Erie County Personnel Policies and Procedures the following general rules have been established governing long distance travel authorization and claims for expense reimbursement:

1. All long distance travel request forms should 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 (1) complete and submit a Travel Request (TR) Form BC.001, found on the County's Intranet web site (see attached sample, Page 8), for Budget approval. All Library travel requests will be completed in accordance with the Travel policies and procedures approved by the Library Board of Directors.
2. Estimated travel costs must be encumbered in the County's financial accounting system before any reimbursement of expenses can be made.
3. In the event that an employee is traveling for a specific job related purpose, and there are no costs involved, it is not necessary to file a TR Form BC.001. Instead, the Department Head should document the absence in advance of the trip and send a copy to the Budget Director. See sample memorandum at Page 7.
4. 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 statement of the official business for which the expenses were incurred is to be made part of the reimbursement request. Travel shall be by the most direct route possible.
5. Expenditures for laundry, valet service, entertainment, etc., are personal charges and will not be allowed.

Specific guidance relating to expenses commonly incurred when traveling is provided in the following sections.

TRANSPORTATION

Travel by Air/Train. It is the policy of the County of Erie that less than first-class accommodations will be used consistent with the successful accomplishment of official business. The policy is not intended to require the use of coach accommodations where this will require travel at unreasonable hours or result in added direct expense to the County. The order authorizing the travel should stipulate that coach accommodations should be used when available. However, where more costly accommodations are necessary, satisfactory explanation must be submitted with the traveler's expense voucher.

In all cases of travel by air/train, a boarding pass and/or remittance advice shall accompany the traveler's expense voucher.

Taxicab Charges and Related Service. Bus or other public transportation service to and from airports is more economical than taxicabs and should be utilized wherever available. Reasonable charges for taxicabs will be allowed. Receipts must be obtained and reasonable customary tipping will be allowed.

Limitation on the Use of Personally Owned Vehicles. 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.

Mileage. The County uses the mileage allowance rate established by the Internal Revenue Service ("IRS") to reimburse for the use of a personal vehicle for official travel. Pursuant to their respective bargaining agreements all AFSCME, CSEA, NYSNA, Sheriff's Police Benevolent Association ("PBA") and Sheriff's Teamster employees are reimbursed at the rate established by the IRS. Reimbursement for mileage for Managerial/Confidential employees appointed by or subject to the authority of the County Executive will be at the rate established by the Director of Budget and Management. Reimbursement for mileage for Managerial/Confidential employees appointed by or subject to the authority of separately elected County officials or other entities shall be at the rate established by the IRS and outlined in the CSEA contract, or as otherwise indicated by each respective department

head. Mileage to and from the point of departure/return is reimbursable when the primary mode of transportation for the trip is by common carrier.

Parking charges. 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. Receipts are required to substantiate these charges.

Thruway, Bridge and Road Tolls. Reimbursement will be allowed for the use of the Thruway, bridges and toll roads. All claims for reimbursement must be supported by receipts obtainable at toll booths or E-Z Pass statements.

Rental Autos. A charge for rental cars will be allowed only when satisfactorily justified in writing by the department head. The appropriate receipts and justification must be submitted with the travel voucher (expense voucher) BC.002 (see attached sample, Pages 10 and 11).

Travel by County Vehicle. Reimbursement is allowed for necessary expenses relating to the operation and maintenance (if required) of the vehicle. County vehicles should be utilized for approved/required long distance travel, ex. Travel to Rochester, Syracuse, Albany, etc. Travel requests submitted to the Division of Budget and Management for approval should reflect travel by County vehicle whenever appropriate. Department Heads should encourage employees to follow these same procedures to reserve a County vehicle for local meetings that require travel outside of their assigned work station. 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 from the Division of Information and Support Services (DISS) at least one week prior to travel date.

MEALS

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, excluding alcoholic beverages will be allowed up to a maximum of \$25.00 per day. ALL REQUESTS FOR MEAL REIMBURSEMENT MUST BE SUPPORTED BY RECEIPTS. The maximum daily allowance will be adjusted based on departure and return times, as follows:

Depart work station or home:

After 7:00 a.m. and before 11:30 a.m. - \$20 allowed

After 1:00 p.m. - \$15 allowed

After 6:00 p.m. - \$0 allowed

Return to work station or home:

Before 6:00 a.m. - \$0 allowed

After 8:00 a.m. and before 12 noon - \$5 allowed

After 1:00 p.m. and before 6:00 p.m. - \$10 allowed

After 6:00 p.m. - full daily allowance allowed

In order to determine the maximum 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 travel voucher.

These rules relating to meal reimbursements are consistent with applicable New York State statutes, and are effective for a long distance travel on and after November 24, 2008.

Note: Remember that receipts are now required for all meals. Reimbursement will be based on actual costs, up to a maximum of \$25.00 a day or increment thereof, based on departure and return times. However, if an employee or officer is attending a conference, school or convention and some or all of the meals are included in the fee paid, the \$25.00 maximum daily allowance will be reduced as follows:

Meals provided:

Breakfast \$ 5.00

Lunch \$ 5.00

Dinner \$15.00

As of this writing, the Division of Budget and Management is evaluating the adoption and use of the United States General Services Administration's published locality-based guidelines for lodging and meal reimbursement.

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 must accompany the hotel bill. (NOTE: Hotels frequently do not mark the bill paid.) Employees in travel status 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, a Tax Exemption Certificate should be obtained from their department (Form AC 946). This certificate should be presented to the hotel at the time of check-in so that taxes will not be added to the bill.

NOTE: TAX EXEMPTION CERTIFICATES ARE TO BE USED ONLY FOR OFFICIAL BUSINESS; IMPROPER USE OF THESE CERTIFICATES WILL RESULT IN DISCIPLINARY ACTION.

FACSIMILE AND TELEPHONE CHARGES

Charges for facsimile (fax) and telephone calls are reimbursable provided a statement is furnished (1) indicating the official business involved and (2) giving details regarding the date, party and place called or faxed. Reimbursement will not be made for telephone or facsimile charges of a personal nature or in cases where time would allow the use of a letter or e-mail.

PERSONAL FUNDS TO BE APPLIED

Except as provided by special law and/or ruling, funds for anticipated expenses will not be advanced. 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.

ATTENDANCE AT SEMINAR/CONFERENCE

In accordance with Section 77-b of the NYS General Municipal Law, all actual and necessary registration fees, all actual and necessary expenses of travel, meals and lodging and all necessary tuition fees incurred in connection with attendance at schools, conventions and conferences are reimbursable.

Section 77-b prohibits reimbursement for travel for school, conference or convention unless prior approval has been obtained. In Erie County, the County Executive has delegated the authority to authorize travel to the Director of Budget and Management. Requests must be submitted to the Division of Budget and Management seven (7) days

before the date of departure. The seven days is an internal rule and can be waived by the Director in an emergency, but the requirement for prior approval cannot be waived if the travel is to attend a school, conference or convention.

Although Erie County Budget and Management approval is not required, personnel from the Legislature, and Library must request and receive prior approval from their respective department head or authorized designee prior to attending any school, conference or convention, as required by Section 77-b of New York State General Municipal Law.

TRAVEL ON GENERAL COUNTY BUSINESS

If the travel is on general County business and not to attend a school, conference or convention, Section 77-b of the GML does not apply. However, even in the case of general County business (e.g., to confer with state officials in Albany, argue a case before the Appellate Division, or represent the County in some other business matter), although Section 77-b does not apply, the County Executive has the right to require, and does require, prior approval by the Division of Budget and Management for all travel. This is an internal rule. Exceptions can obviously be made in emergencies. All actual and necessary expenses of travel, meals and lodging incurred when out-of-town on approved general County business are reimbursable.

EXCEPTIONS TO POLICY

Reimbursement for items not allowed or not covered by this policy will not be made unless first approved by the Director of Budget and Management. The requesting department should submit a memorandum to the Budget Director and, if approved, attach it to the Travel Voucher when forwarded for payment.

FORMS

The following forms found on the County's Intranet Website at <http://sharepointerie.gov> are to be used by County organizations utilizing the County's financial accounting system.

Travel Request (TR), Form BC.001. This form is used to identify the traveler, destination, cost and purpose of proposed travel. Forward the form for approval and encumbrance entry to the financial accounting system by the Division of Budget and Management.

Travel Voucher, Form BC.002. This is the form used upon completion of travel in order for an employee to claim reimbursable expenses. All County departments, divisions and units must use this form. All other organizations are encouraged to use this form, or a variation of this form, for employee travel expense reimbursements processed on the Erie County financial accounting system. Forward this form to the Erie County Comptroller's Office, Accounts Payable Branch for processing.

LONG DISTANCE TRAVEL PROCEDURES

A Travel Request Form BC.001 must be prepared for each individual and approved by the Division of Budget and Management seven (7) days prior to commencement of travel. The Travel Request Form will reflect the vendor number of the individual traveler.

Each individual is expected to pay for all expenses incurred and list them on the Travel Voucher (e.g., meals, lodging, and transportation and miscellaneous: tuition, registration fees, etc.)

Partial payments may be made to the sponsoring organization for registration fees, tuition or to the carrier/travel agency for commercial transportation. Direct payments will be made through financial accounting system, citing the document number for the appropriate agency listed on the Travel Voucher. Manual checks for travel partial payments will not be issued. Payment on a Travel Voucher will be made to the individual traveler upon receipt of his/her Travel Voucher and claim with supporting documents for out-of-pocket expenses. The check is processed to the individual as a vendor providing a claim against the County.

ATTENDANCE AT A LOCAL SEMINAR/CONFERENCE

A separate Travel Voucher will be prepared for each individual attending a local seminar/conference. Each individual must file a claim using the Travel Voucher Form BC.002 for reimbursement. If no Travel Voucher has been issued and only mileage is being claimed, individuals must file the Claim for Mileage Form F-15A-291 (see sample attached, Page 13). Travel Vouchers for attendance at local seminars/conferences require Budget approval seven (7) days prior to the date of the event. Partial payments may be made to the

sponsoring organization for registration fees or tuition, following the procedure for preparing the request form outlined above in "Long Distance Travel".

PRESENTATION OF CLAIMS FOR TRAVEL EXPENSES

The completed Travel Voucher should be submitted for payment to the Comptroller's Office within thirty (30) days after the completion of the travel.

CLAIM FORMS AND VOUCHERS

Except in cases where only mileage is claimed, an expense voucher (Form BC.002) will be used for all claims for travel expense. Sub-vouchers or receipts must be attached to the claim. The voucher must show the date each item of expenditure was incurred, the places between which travel was performed, the time of departure from and the time of return to the employee's place of work or home. If travel is by auto, the expense voucher must also show the number of miles traveled and the rate per mile charged. Each voucher must show the home address and official station of claimant, the duty or business performed and signature of claimant. A copy of the plane/train ticket must accompany the Voucher.

INCREASE IN ENCUMBRANCE OR CANCELLATION OF TR

In the event a department underestimated the encumbrance on the Travel Request Form, increases can be made by completion of the form entitled "Travel Request Cancellation/Increase Adjustment/Purchase Order Change Form" (see sample attached, Page 9). This form is also to be used to cancel a previously approved travel

request. This form is to be completed and forwarded to the Division of Budget and Management.

ABBREVIATIONS

The following abbreviations are authorized to be used when completing the expense voucher.

Privately Owned Vehicles

- POV County Owned

Vehicles - COV

Commercial Air - CA

Commercial Ground Transportation - CGT

Taxi - Taxi

An example of how to properly complete the expense voucher is shown on Page 10 for your reference. The following assumptions were used: An employee completed a three-day trip to Albany. Departed residence May 1, 2008 at 6:00 a.m. by car, departed Buffalo Airport at 7:00 a.m. and returned to place of work at 3:00 p.m. on April 3, 2008.

SCHEDULE "D"

MEMORANDUM OF UNDERSTANDING SHIFT SWAPPING

The practice of "SWAPS" shall be permitted in the Erie County Sheriff's Department under the following guidelines:

- The Employer will appoint a Supervisor to act as a Scheduling Supervisor for the purpose of swapping and time-off (Chart Supervisor).
- All swaps must be made with employees within the same job title (job classification).
- Both parties agree that there will be times when unusual circumstances prevent the following of the timeliness rules and, therefore; the granting of the swap may be done on the individual merit of the circumstances in each case.
- There will be no third-party swaps, nor more than one swap on the same day (double-swapping).
- All swaps will be posted on Union Bulletin Boards.
- It will be the responsibility of the employee who is on the schedule to work, to notify the watch commander or supervisor in case he/she calls off due to an illness or emergency.
- No swaps will be permitted that would allow employees to work more than sixteen (16) consecutive hours. Employees on a swap will not be mandated to work overtime.
- All swaps over eight (8) hours of work surrender their right to overtime pay for swap.
- For the purpose of computing overtime, employees actually performing the hours worked beyond their regularly scheduled shift in exchange waive any consideration of such hours for overtime.
- If an employee swaps with another employee and fails to complete the swap, or does not show up for work, then that employee is considered AWOL and is also subject to lose his/her swapping privileges for six (6) months, and be charged LWOP for the hours they were to work on the swap. This shall be considered a non-grievable issue because this will not be considered discipline under Article 22 of the collective bargaining agreement.
- It is acknowledged that the exchange of hours is voluntary and that no employer obligation is incurred.

- Swaps are limited to one per week. Employees will work the bid of the person that they swapped with, so long as doing so does not violate NYS Minimum Standards, US Department of Justice Mandates, safety rules, and/or ECSO Policy and Procedure. Furthermore, employees must meet all qualifications, have the necessary training, and possess all equipment required for any given post, in order to be assigned.
- Pursuant to the mutually agreed up Bidding Rules, employees that are on a shift swap will be assigned to the same facility that they work in for their regular shift and bid.
- The Charge Nurse will be in charge of approving medical swaps.
- RDO changes are not considered a swap.
- It is understood that "shift swapping" can be immediately revoked by the Sheriff and/or his designee in emergency situation or in situations where Jail Management Division operations are impacted to a degree that the Sheriff's Office cannot deliver inmate care, custody and transportation responsibilities. The union will receive written justification from the Sheriff and/or his designee if such revocation becomes necessary.

Except as expressly stated in this agreement, all other provisions of the CBA/contract shall apply.

SCHEDULE "E"

MEMORANDUM OF AGREEMENT

By And Between

The County Of Erie / Office of the Sheriff (hereinafter "JMD")

And

TEAMSTERS LOCAL #264 Erie County Unit (hereinafter "TEAMSTERS")

This agreement is entered into this ____ day of _____ 2023 by and between the JMD and Teamsters:

WHEREAS, JMD and Teamsters are parties to a Collective Bargaining Agreement dated _____, 2023 through December 31, 2026; and

WHEREAS, weather related emergencies created circumstances where Teamsters bargaining unit members will have to work multiple consecutive shifts due to the lack of relief staff caused by the weather incident; and

WHEREAS, the Erie County Sheriff will from time to time declare a weather emergency; and

WHEREAS, both parties have agreed to compensate Teamsters bargaining unit members 'Storm Pay' who remained in the Jail Management Division Facilities for consecutive shifts during the weather emergencies.

NOW THEREFORE, Storm Pay will compensate Teamsters bargaining unit members as follows:

1. A Teamsters bargaining unit member will be paid their regular rate for their first regular shift during the above-mentioned weather emergencies.
2. **All** additional consecutive shifts, including their regularly scheduled shifts beyond their first shift of the weather emergency will be paid at the rate of time and one half (1.5) for all hours in the Erie County Holding Center.
- 3, The right to declare a weather emergency as it relates to 'Storm Pay' is the sole discretion of the Erie County Sheriff.
- 4, This agreement shall be considered a non-precedent setting agreement

SCHEDULE "F"

I. POLICY

It is the policy of this agency that JMD personnel shall utilize, wear, and activate body worn cameras (BWC) while in the performance of their duties consistent with the law and the guidelines and procedures set forth in this policy.

The purpose of this policy is to establish uniform guidelines and procedures for the use of BWC by JMD personnel. The use of body cameras is intended to enhance the mission of this agency by accurately capturing contacts or interactions between JMD personnel, the public, and persons in the custody of the Sheriff.

Definitions:

- *Body Worn Camera* – Hereafter identified in places as a BWC, is an Axon device capable of recording audio and video that is worn by sworn JMD personnel and attached to their garment via approved agency mounting equipment.
- *BWC Server* – The agency electronic server designated for the storage of digital media (photographs, audio and video recordings) in a highly secure environment. The digital recordings are accessible to authorized personnel based upon a security clearance.
- *Classification Tag/Tagging/Labeling* – A classification label assigned to identify video and audio recordings; to label, identify, or recognize with a title, case number, or category.
- *Docking Station* – is an agency approved docking station that simultaneously recharges the body worn camera and uploads all data captured from the body worn camera point of view during the operator's shift to the BWC server.
- *Agency BWC System Administrator* – The agency BWC system administrators shall be designated by the superintendent, or their designee. They can assign and track body cameras, control passwords, oversee/facilitate needed repairs or replacements, delete non-evidentiary recordings, manage the automatic overwrite function of the server after the required retention period, assist in official audits and quality control reviews, and act as liaison with Axon representatives.
- *JMD BWC Administrators* – JMD BWC Administrators have user rights and access to review recordings; save recordings to the Axon BWC evidence management system; create copies of recordings for official documentary investigative, or evidentiary purposes; create and assign passwords; and coordinate the repair and replacement of body worn cameras with the agency administrators. These personnel shall be responsible for the overall

administration of the JMD BWC program with the assistance of Agency BWC System Administrator.

Note: BWC Administrator rights as defined above shall also be held by the Sheriff, Undersheriff, Superintendent, and the Chief of the Professional Standards Division (PSD) as well as any other personnel so designated by the Sheriff. Such access rights are revocable by the Sheriff at any time.

- *JMD BWC Supervisors* – JMD BWC Supervisors have user rights and access to view recordings with other supervisors, officers, and with relevant authorized staff for official purposes including, but not limited to, preparing incident or miscellaneous reports and documentation; training and evaluation purposes; addressing and investigating inmate grievances, charges, and hearings; and official investigative or evidentiary purposes. All such actions shall be in accordance with this policy and will be for official purposes only subject to audit and review by the Professional Standards Division or JMD BWC Administrators. JMD BWC Supervisors shall include captains, lieutenants, sergeants, and any other personnel so designated by the Sheriff. Such access rights are revocable by the Sheriff at any time.
- *Recordings* – The electronic recording of visual images with or without audio recordings.
- *Sharing* – The transfer or “sharing” of recordings by downloading or copying from the agency BWC server. Copies required by the Erie County Attorney’s Office or Erie County District Attorney’s Office for investigative or legal proceedings may be requested through PSD.
- *Facility/Facility Staff* – The Erie County Correctional Facility/Erie County Holding Center and JMD personnel, be they supervisors, deputies, or officers, who work in, at, or are assigned to, said facility.
- *Activation/Deactivation* – The activating of the BWC into Event Mode for the initiation of recording or the deactivating of the BWC from Event Mode returning it back to the Normal (Buffering) Mode. BWC equipment has not been configured to operate remotely. Any modification to this equipment which would allow for remote activation is prohibited.
- *Turn On/Turn Off* – The powering on or powering off of the BWC utilizing the main power switch located on the BWC. The BWC is powered on when the LED indicator lights on top of the BWC are lit (except when in stealth mode) and the orange-colored area is visible on the power switch on the bottom of the BWC.

Modes of Operation:

- **Ready (Buffering) Mode:** In the normal mode the body camera will be in the “powered on” position and shall be configured to record or “buffer” for 30 seconds prior to an event. Audio is not recorded during buffering.

- Recording (Event) Mode: To activate, an operator will push the event button twice. In Event Mode, the BWC will save the buffered video 30 seconds and continue recording both audio and video for the life of the battery. Pressing the select button (along the right side of the camera while being worn) will place a predetermined marker on the media segment for later viewing and download to the BWC server.
 - Start recording = double press the EVENT button
 - Stop recording = hold Event button for 3 seconds
- Offload Mode: the offload mode the camera has been properly docked in its designated docking station and is in the process of electronically transferring (offloading) the BWC recording(s) to the BWC server.

II. PROCEDURE

A. Training

1. JMD personnel will not use body cameras until they have completed appropriate training in the operation and use of the body camera. Training will consist of, but not limited to:
 - a. A full review of the body worn camera system, its functions, features, usage, and activation and deactivation, including hardware and software:
 - b. A review of this policy; and
 - c. The viewing, retention, and storage of recordings and procedures for placing recordings into evidence.

Note: Said training shall be documented for the record by the Training Unit, by means of an approved agency training tracking form or training sign in sheet, including the date of training as well as the name and rank of the facility member who received the training. All records will be documented in the Training Database.

B. Operational Procedures

1. Proper use and care procedures
 - a. Personnel shall wear the BWC, conspicuously on the chest, attached to the outermost garment of the uniform using one of the mounting systems provided and ensure that it is not obstructed by items such as a jacket or other equipment. The BWC shall not be worn or attached to any other part of the uniform without approval from the Sheriff or his designee.
 - b. At no time shall personnel knowingly or intentionally obstruct or obscure the view of the BWC or attempt to do the same. Such action may result in immediate disciplinary action upon confirmation. The BWC shall remain visible at all times while being worn. JMD personnel may remind persons

that they are being recorded when the BWC is activated, but consent is not required to start or continue recording.

- c. Only body worn cameras assigned/approved by the Sheriff or his designee shall be utilized. Each officer or supervisor assigned to a post or duty requiring the use of a BWC, as set forth in this policy, is responsible for making sure that he/she is equipped with a Sheriff's Office assigned BWC at the beginning of his/her assigned shift or detail.
 - 1) Under no circumstances shall any personnel wear or operate a BWC unless he/she is assigned a BWC and authorized to do so be the Sheriff or his designee.
 - 2) Any agency personnel who require the use of a pacemaker shall notify the Superintendent in writing for the purpose of obtaining a non-magnetic mount as to not interfere with its operation.
- d. Each officer or supervisor assigned a BWC is responsible for ensuring that the BWC is functioning properly and is in good, operating condition both at the beginning of his/her assigned shift or detail prior to reporting to his/her assigned work area and at the conclusion of his/her shift or detail.
- e. Any damage or inoperability issues pertaining to a BWC discovered at the time of assignment shall be reported immediately to the officer or supervisor issuing the BWC.
 - 1) The facility member issuing the BWC shall document the damage or inoperability issues on the sign in sheet and notify the Watch Commander.
 - 2) The Watch Commander shall secure the BWC, remove it from service, and notify the facility's Captain or Lieutenant via email.
 - 3) The Captain or Lieutenant shall notify the Agency BWC Administrator via email and ensure that it is delivered to the same for repair or replacement.
- f. If the BWC is malfunctioning/damaged prior to, during or after a shift, the officer will promptly report this to their supervisor at the first reasonable opportunity and document the same in the log book if applicable.
 - 1) The supervisor shall secure said BWC and assign another body camera to replace the malfunctioning/damaged/lost one and document the same on the sign out sheet.
 - 2) The supervisor shall take the malfunctioning/damaged BWC out of service and secure it in the facility Supervisor's Office before notifying the watch commander of the same.
 - 3) The Watch Commander shall notify the facility's BWC Administrator via email.

- 4) The Watch Commander shall notify the BWC Administrator via email and ensure that it is delivered to the same for repair or replacement.
- g. Personnel assigned a BWC should ensure that it is fully charged upon assignment before taking receipt of the BWC and shall monitor battery status regularly throughout their shift.

Battery Status/Capacity:

- Solid Green = Battery is fully charged (90% or more)
 - Solid Yellow = Battery capacity is at mid-range (11% to 89%)
 - Solid Red = Battery capacity is at low-range (10% or less)
 - If the BWC loses battery power, the officer shall, at the first reasonable opportunity, document the same in their unit log book, if applicable, and notify their supervisor.
 - The supervisor shall ensure that the BWC is returned to the docking station for recharging and assign another BWC.
 - BWCs whose indicator LED lights indicate that the BWC is not fully charged or is still in Offload Mode shall not be assigned until the recharging or offloading is complete.
- h. JMD personnel shall power on their BWC and place it in Normal (Buffering) Mode, if not already in such mode, upon assuming their post/assigned duty at the beginning of each shift and the BWC shall remain powered on throughout the entirety of the shift, unless otherwise authorized in accordance with this policy. The BWC shall remain deactivated and in Normal (Buffering) Mode until such time as it must be activated into Event Mode in accordance with the operational and mandatory recording procedures established by this policy.
- i. Personnel working a Transport Detail will be required to power on the BWC at the beginning of the shift and leave it in the Normal (Buffering) Mode for the entire shift unless a circumstance requiring activation into Recording Mode arises. Personnel may secure their BWC if entering a facility which prohibits the wearing of cameras. Said personnel shall immediately commence wearing their assigned BWC upon exiting said facility as set forth in this policy.
- j. Personnel shall not access, view, copy, publish, share, or disseminate any audio, video, image or data by any means except as provided for in this policy or unless authorized by the Sheriff or his designee.
- k. When not in use, the BWCs will be placed in the designated docking stations for offloading of recordings to the BWC server and recharging of BWC batteries.

- l. Under no circumstances shall any personnel wear or operate a body camera unless he/she is assigned a body camera and authorized to do so by the Sheriff's Office.
 - m. Personnel shall not use a BWC except for an official purpose specified in this policy.
 - n. A supervisor may direct personnel to remove a BWC camera at any time.
2. BWC Assignment, Storage, and Docking Procedures
- a. Body worn cameras to be assigned to JMD personnel shall be maintained in the facility's designated area from where they will be assigned by a supervisor or his/her designee. All assignments of body worn cameras shall be documented on the sign out sheet as is done with radios and OC where applicable.
 - 1) JMD personnel assigned to posts requiring the use of a BWC will report to the designated area and receive assignment of their assigned BWC immediately following line-up at the start of each shift.
 - 2) At the conclusion of their shift and once all recordings have been properly tagged, personnel assigned to wear a BWC during their shift will return said BWC to a designated docking station in the facility radio room prior to leaving the facility.
 - b. Body worn cameras to be assigned to JMD supervisors will be maintained in the designated area from where they will be assigned by the Watch Commander or his/her designee. All assignments of BWCs shall be documented.
 - 1) Supervisors assigned to posts requiring the use of a BWC will report to the facility supervisors' office and receive assignment of their assigned BWC immediately following line-up (if applicable) at the start of each assigned shift.
 - 2) At the conclusion of their shift and once all recordings have been properly tagged, Supervisors assigned to wear a BWC during their shift will return said BWC to a designated docking station in the facility's designated area prior to leaving the facility.
 - c. By placing the BWC in a designated docking station, it will automatically offload recordings from the camera to the BWC server. The data is considered impounded at this point and the BWC is cleared of existing data.
 - d. The BWC shall not be removed from the designated docking station until the data has been offloaded.
 - e. At no time shall any agency personnel, other than the facility staff member assigned the BWC at the time, touch, handle, or otherwise manipulate the

BWC. The only exceptions to this are the following authorized agency personnel:

- 1) A JMD BWC Supervisor assigning the BWC, removing the BWC from service, or assisting the assigned officer in reviewing video. Any assignments or removal of BWC from service shall be documented on the daily issuance log.
 - 2) A JMD BWC Administrator with such access rights assigning the BWC, removing the BWC from service, assisting the assigned officer in the review or download of video or conducting necessary maintenance to the BWC. Assignments, maintenance, or removals of a BWC from service shall be noted on the daily BWC issuance log.
 - 3) Investigative members assigned to the PSD or Criminal Investigations Unit in the course of an official investigation. The securing of said BWC shall be documented in the official case file.
- f. The BWC shall be worn and utilized, in accordance with this policy, by the assigned employee every time the employee is performing any duties to include their normal working schedule, any outside details, overtime assignments, and assignments directed by a supervisor or administrator. Assignment of a BWC is mandatory for all deputies and supervisors assigned to the following posts and duties, except control officers, unless otherwise directed by the Sheriff or his designee:
- 1) Lobby and Reception Desk
 - 2) Admissions/Discharge area
 - 3) Medical Unit (Escort and Floor Officers)
 - 4) Visitation Area (Observation Officers)
 - 5) Constant Observation posts
 - 6) All housing units including Special Housing Unit
 - 7) QET Operations (not including training)
 - 8) Transport Details
 - 9) Inmate Work Details
 - 10) Utility Relief Officers
 - 11) Mental Health
 - 12) Hallway officers
 - 13) Kitchen

Note: In the event that any personnel assigned and wearing a BWC are assigned or ordered to assist in a strip search (e.g., assisting with

searches following visits), no BWC shall be activated while in the presence of an inmate in a state of undress.

- g. In the event there are insufficient numbers of BWCs available for personnel assigned to said posts/duties, the Watch Commander shall prioritize the assignment of cameras to provide the best coverage to these areas. The reason for the lack of sufficient BWCs on that occasion should be noted on the Daily Activity Sheet for that shift.

3. Mandatory Reporting Procedures

- a. All JMD personnel are required to record the following types of events, including but not limited to:
 - 1) Calls for service or disruptions within the facility including, but not limited to, yelling, screaming, banging on cell doors or bars, acting irrationally, etc.;
 - 2) Fights, confrontational, and/or adversarial contacts between facility staff and either inmates or the public;
 - 3) Use of force situations;
 - 4) Anytime there is a need for or activation of an emergency alarm or body alarm;
 - 5) Verbal admissions or statements made by suspects/subjects/witnesses or victims;
 - 6) Searches for contraband, including of persons, inmate cells, or common areas;
 - 7) Quick Entry Team (QRT) operations;
 - 8) Admissions process including pat frisk searches;
 - 9) Inmate visits
 - 10) Inmate disciplinary hearings for documentary purposes;
 - 11) Any situation where activation would serve a legitimate law enforcement purpose unless prohibited by law or this policy;
 - 12) Whenever an officer is alone on an opposite sex housing unit. This provision shall not apply to periods of time when the officer has no inmate contact such as while they are in the tier office with no inmates present.
 - 13) Any situation at the direction of a supervisor or sworn member of the agency administration.

NOTE: Personnel assigned to the Visitation Area, Transport Runs, Medical/Hospital Details, and Inmate Work Crew Details and wearing a BWC do not need to have their BWC activated into Event Mode during the entirety

of the detail. The BWC shall remain in Normal (Buffering) Mode until such time as the staff member needs to activate their BWC in accordance with this policy including, but not limited to, use of force incidents, confrontational interactions with a visitor or inmate, or when a staff member anticipates that such an occasion may occur due to a subject's actions, behaviors, or language.

- b. Recording will commence without unnecessary delay prior to or immediately upon engaging in, assisting in, or observing circumstances supporting recording except:
 - 1) When prohibited by this policy; or
 - 2) When an immediate threat to the BWC operator's life or safety makes activating the BWC impossible or dangerous. In such cases, personnel shall activate the BWC at the first reasonable opportunity to do so.

- c. Duration of Recording

Once recording of an incident has been initiated, recording shall continue until:

- 1) The preliminary investigation has been completed and, in the case of evidence collection, once a crime scene has been controlled/secured;
 - 2) The incident has moved to an area where recording is prohibited;
 - 3) The encounter/incident has fully concluded;
 - 4) The officer has left the scene of the incident; or
 - 5) A supervisor has authorized that a recording may cease.

- d. Failure to Record a Mandatory Incident

- 1) If a facility member assigned a BWC fails to activate the body camera, fails to record the entire incident or contact, or interrupts recording, the member shall immediately, or upon first reasonable opportunity inform his/her supervisor of the situation upon the incident's conclusion. The facility member must document his/her incident, miscellaneous, or supplemental report why the officer's body camera was not activated, was interrupted, or was terminated.
 - 2) The Watch Commander or his/her designee shall review all necessary documentation of a facility member's failure to record the incident and report all findings to the Chief of Operations who shall in turn review the matter and notify the Superintendent who will notify the Chief of the PSD.

4. Prohibited Uses

NOTE: New York law permits an individual to surreptitiously record (in a way that attempts to avoid notice or attention) any conversation in which one party

to the conversation has given his/her permission. JMD personnel may surreptitiously record any conversation during the course of a criminal investigation if they reasonably believe that such a recording will be lawful and beneficial to the investigation.

- a. JMD personnel shall not activate body worn cameras for any of the following reasons:
- 1) To record conversations of or with fellow employees without their knowledge during routine, non-enforcement related activities.
 - 2) Medical examinations and confidential conversations between incarcerated individuals and medical staff
 - 3) Confidential conversations with Forensic Mental Health
 - 4) Conversations between attorneys and their clients
 - 5) To record personal activity, conversations, or non-correctional related activities.
 - 6) In locker/dressing rooms, restrooms, shower areas, Supervisors' Office, agency Administrative Offices, or where a reasonable expectation of privacy exists unless conducting official law enforcement business that requires the body worn camera operator use the system.
 - 7) To record others for the purpose of embarrassment, harassment, or ridicule.
 - 8) To record the performance of administrative duties or non-enforcement functions.
 - 9) To record routine activities within the facility or Sheriff's Office;
 - 10) To record departmental meetings;
 - 11) To record court proceedings;
 - 12) To make personal copies of recordings created while on-duty or while acting in an official capacity;
 - 13) To record in any manner prohibited by law;
 - 14) To record training without authorization of the Sheriff or his designee;
 - 15) An incarcerated individual's exposed genitals, buttocks, or female breasts;

NOTE: Should a legitimate security interest exist that outweighs the individual privacy concerns, recording shall continue and any incidental recording shall be justified; and

16) Copying a BWC recording, or any part thereof, by means of a screenshot, photograph, or any other means using a cell phone, camera, or other device is prohibited.

- b. If a prohibited event described above is recorded, the facility member who recorded the event or any member who is aware that the prohibited event was recorded must notify a supervisor in writing.
- c. A facility member who is found to be utilizing a BWC in violation of this policy may be subject to corrective measures including, but not limited to formal disciplinary action.
- d. All recordings made by JMD personnel on any Sheriff's Office issued body camera at any time shall remain the property of the Office of the Sheriff. Officers shall have no expectation of privacy or ownership interest in the content of these recordings.
- e. Accessing, copying, or releasing any recordings for other than law enforcement purposes is strictly prohibited, except as required by law.

5. Reporting/Evidentiary Procedures

- a. As soon as possible after recording an incident, but no later than the completion of the shift and prior to making relief, the facility member assigned the BWC shall dock the BWC in the designated docking station which allows the BWC to be charged and to download recorded content to the agency BWC server.
- b. BWC data uploading will only be completed at designated docking stations.
- c. Anytime a BWC is activated for a reportable incident, it shall be properly documented and included in a written report detailing the incident, the BWC number, the timeframe in which the staff member activated their BWC to start recording the incident and when they deactivated the BWC to stop recording the incident.
 - 1) Original reports shall be filed, in accordance with facility procedure; and
 - 2) A copy of the report shall be reviewed through standard agency procedures to ensure that any applicable BWC recording(s) and associated reports are exported to the Incident Reporting Database.
- d. If an incident arises that requires the immediate retrieval of the digital recording (i.e., in-custody deaths, intentional discharge of a firearm (other than for training), or any other potential criminal investigation of an officer, the BWC operator shall notify their supervisor and promptly return to the BWC to their designated docking station for offload upon being provided relief by said supervisor.

6. Identification and Preservation of Recordings

To identify and preserve recordings, JMD personnel shall offload, tag, or label each recorded event in accordance with the following procedure and document the existence of each recorded event in any related case report.

- a. To identify and preserve recordings, JMD BWC Administrators shall use the software to review offloaded BWC recordings generated by JMD personnel.
- b. JMD BWC Administrators shall identify and preserve any BWC recordings with evidentiary value needed for court or pertaining to an incident report, use of force incident, or personnel complaint.
 - 1) Any such BWC recordings shall be exported to and electronic storage media. Any such removable media used to store BWC recordings shall be preserved as part of the facility records in the associated incident documentation.
 - 2) BWC recordings can also be archived by JMD BWC Administrators by using software for immediate preservation until moved off of the server for permanent storage as described above.
- c. BWC recordings must be preserved in this manner in the event of:
 - 1) Injury or death to an officer, employee, inmate, or citizen;
 - 2) A critical incident;
 - 3) Use of force situation;
 - 4) The receipt of a personnel complaint and/or notice of claim;
 - 5) The receipt of a notice from any prosecutorial agency, presentment agency, or from court personnel including any official preservation request made pursuant to NYS discovery statute CPL Article 245;
 - 6) Incidents that may provide training or evaluative opportunities; or
 - 7) At the direction of a supervisor.
- d. JMD BWC Administrators shall label any BWC recordings associated with incident reports, personnel complaints, uses of force, or needed for evidentiary purposes as part of their review by using software. The following labeling method shall be utilized:
 - 1) Enter in the BWC Operator's full name
 - 2) Name the file in the following manner: [Year] - [Facility designation] [Incident Number (4-digits)]. Ex. 23-HC0001
 - 3) Utilize the pulldown menu in the Axon case labeling system
- e. All recordings or copies of the same shall be retained in accordance with the requirements of this policy's storage and retention schedule.

- f. Copies shall be made for official purposes only, which includes copies needed in the prosecution or defense of disciplinary matters.

C. Recordings – Storage, Retention, and Preservation:

1. Storage and Retention

- a. The captured recordings will be temporarily stored on the body camera until offloaded at the end of an officer/supervisor's shift to the BWC server.
- b. All downloaded recordings are scheduled to be held on the BWC server for a period of no less than 180 days, unless it is tagged for further preservation as outlined in this policy, or a request is received for further retention of the recordings for either criminal or civil trial purposes or training purposes.
 - 1) The minimum retention time on the BWC server of 180 days may be extended as necessary.
 - 2) All recordings shall be preserved as captured and shall not be edited, deleted, or altered by Sheriff's Office personnel in any manner.
- c. The JMD BWC Administrator shall ensure that all mandatory BWC recordings are preserved and uploaded to the Incident Reporting Database where they shall be filed along with their associated reports and any facility camera recordings, photographs, etc.

BWC recordings must be preserved in this manner in the event of:

- 1) Injury or death to an officer, employee, inmate, or civilian;
 - 2) A critical incident;
 - 3) Use of force situation;
 - 4) The receipt of a personnel complaint and/or notice of claim;
 - 5) The receipt of a notice from any prosecutorial agency, presentment agency, or from court ordered subpoena;
 - 6) Incidents that may provide training or evaluative opportunities; or
 - 7) At the direction of a supervisor.
- d. Any BWC recordings to be preserved on Incident Reporting Database shall be uploaded in a timely manner in accordance with agency policy and procedures. These records shall be preserved in Incident Reporting Database indefinitely in accordance with agency policy and procedures.
 - e. Any BWC recordings determined to have evidentiary value in an on-going investigation, court proceeding, or appeals process shall be retained at least through the pendency of the case.
 - f. Recordings that have been preserved shall not be released to any person or agency without prior approval from the Sheriff or his/her designee, and

only after a duplicate copy has been retained by the Sheriff. All FOIL requests will be processed according to current Sheriff's Office and county directives and pursuant to the Public Officers Law.

- g. All recordings shall be automatically deleted, according to the process established by the Agency BWC System Administrators, at the conclusion of the retention period unless otherwise preserved or retained.

D. Requests for Preservation and Viewing of Recordings

1. Preservation of Recordings

- a. JMD personnel may submit a formal request, in writing, to the facility's Chief of Operations to retain or preserve BWC recordings beyond the established retention schedule if not already uploaded to Incident Reporting Database.
- b. JMD personnel may request that multiple BWC recordings from one work shift be preserved by listing the specific incidents to be preserved in the written request.
- c. If JMD personnel make a request to preserve recordings from their assigned BWC and there are recordings captured of the same incident on another facility member's BWC, another request for preservation must be made for the other facility member's recordings.
- d. In accordance with this policy, all duplication/copying of BWC recordings shall be completed by a JMD BWC Administrator and all viewing of BWC recordings shall take place in the presence of a BWC Supervisor or Administrator.

2. Viewing of Recordings

- a. Officers, in the presence of and facilitated by a JMD BWC Supervisor or Administrator and when participating in or as the subject of an investigation (such as personnel complaint, administrative investigation or criminal investigation), may view their own recordings prior to making a statement, or for the purposes of completing any incident reports associated with said incident, unless directed not to by a supervisor. Union representation may be present if requested during any review by an employee subject to an administrative investigation.
 - 1) An officer may only review the recordings captured on his/her assigned body camera and will only do so in the presence of and facilitated by a JMD BWC Supervisor or Administrator.
- b. Officers may review recordings made by other personnel in furtherance of an investigation, for the purpose of writing reports, in preparation of a case, for training purposes, or for other official purposes with the approval from a BWC Supervisor. They shall only do so in the presence of and facilitated by a JMD BWC Supervisor or Administrator.

- c. With the permission of the Superintendent, training personnel may be able to review an officer's recordings for the purpose of identifying training needs.
- d. Any review of BWC recordings by JMD Staff shall be properly documented.
- e. Court personnel who are authorized to review evidence in a related case may review an officer's recordings.
- f. With permission of the Sheriff or his/her authorized designee, media personnel may review an officer's recordings.
- g. A JMD BWC Supervisor or Administrator assigned to assist in an internal affairs investigation shall be authorized to view, download, or copy any BWC recordings associated with said investigation.
- h. Disciplinary Hearing Officers may review BWC recordings to assist in conducting inmate disciplinary hearings. Such video, audio, and data may be used as evidence during the disciplinary hearing. Said reviews will only be conducted in the presence of JMD BWC Supervisor or an authorized BWC Administrator.
- i. A JMD BWC Supervisor or Administrator may review BWC recordings captured as it pertains to an official investigation, a reportable incident, preparation for court, as part of a grievance investigation, or the writing of official reports as defined by this policy.
- j. Supervisors shall review officers' recordings only as outlined in this policy or directed to by the Sheriff or his designee. A note must be posted for each video reviewed explaining the reason for the review (audit, personal complaint, etc.).
- k. The Union will receive notice when video is reviewed, and the reason for the review.

E. JMD BWC Administrator and Supervisors

1. Additional Responsibilities

- a. Ensure that officers utilize the body cameras according to policy guidelines;
- b. BWC Administrators shall ensure that all videos are titled, identified, and categorized appropriately.
- c. Monitor the effectiveness of the body camera system and make recommendations for operational improvement and policy revision. No revisions to policy or procedure shall be enacted without the approval of the Sheriff or his designee.

- d. Supervisors are authorized to review relevant recordings any time they are investigating alleged misconduct, reports of meritorious conduct, or for purposes of training.
 - e. Supervisors shall not randomly review recordings for the sole purpose of discipline. Supervisors may, in good faith, review recordings captured by an officer to monitor that officer's conduct if a complaint has been filed against the officer.
2. Compliance Checks and Audits
- a. The Captain, or his/her designee will be responsible for conducting at least one random monthly compliance audit/check of BWC recordings of one officer and one supervisor from each of the posts requiring the assignment of body worn cameras. The BWC Administrator conducting the audit will make a "note" on this video in the software system to show the purpose of viewing the video. Members of the PSD are also authorized to conduct compliance checks and audits for official purposes.
 - b. The purpose of audits/checks is to:
 - 1) Ensure that facility members are using their assigned BWC when required and in accordance with policy and procedures;
 - 2) Ensure that the footage captured by the BWC is only being reviewed by authorized facility members for official purposes in accordance with this policy.
 - 3) To make recommendations for revisions to the policy and/or procedures, members training, or equipment needed for BWC usage; and
 - 4) To inspect for equipment or program damage, loss, misuse, and to report and investigate the cause of any such matters.
 - c. In the event that a facility member's use of a BWC is found to be in non-compliance with this policy (e.g., failure to activate the BWC when required) then the auditing supervisor shall notify the watch commander who shall in turn notify the Chief of Operations or his/her designee in writing.
 - 1) The matter will be investigated in accordance with agency policy and procedure.
 - 2) Non-compliance with this policy may result in corrective action up to and including disciplinary action.
 - d. Any instance where a JMD BWC Supervisor or Administrator believes that a BWC has been powered off during the course of a shift or in violation of this policy shall be reported in writing to the watch commander.

- 1) The watch commander shall secure the BWC, remove it from service, and notify the Chief of Operations or their designee in writing.
- 2) The BWC shall be reviewed by an Agency BWC System Administrator who has the means to check the electronic systems log in each BWC to determine if and when a BWC was powered on or off.

F. Media Access and Security

1. General Provisions

- a. All recordings from body cameras are the property of the Erie County Sheriff's Office
- b. Evidentiary copies of recordings will be accessed from the Agency BWC Server only by authorized agency system users with BWC Administrator user rights as defined in this policy.
 - 1) It is the responsibility of said authorized system users to keep their passwords and usernames confidential.
- c. Access to recordings and all evidentiary copies made must be conducted on Sheriff's Office approved equipment.
- d. Original recordings shall not be altered, shortened, changed, edited, or in any way modified from its originally submitted format to ensure authenticity.
 - 1) Any redaction of a BWC recording for legal purposes, or as otherwise directed by the Sheriff, shall be conducted by an Agency BWC System Administrator. Requests for any such redaction shall be forwarded in writing to a JMD BWC System Administrator.
- e. Inmates, civilians, or any non-Sheriff's Office personnel will not be allowed to review BWC recordings at the time of the incident.

2. Copies of Recordings

- a. Requests for copies of body camera recordings must be approved by the Sheriff, Undersheriff, or his/her designee.
- b. Copies shall be made for official purposes only, which includes copies needed in the prosecution or defense of disciplinary matters.

3. Public Dissemination of Recordings:

- a. The release of requested body camera recordings through a written public records request will be subject to the approval of the Sheriff or his/her designee.
- b. The release of requested body camera recordings through a written public records request will be subject to the same statutory exemptions in reference to disclosure, with permission of the Sheriff or the authorized designee.

- c. Public inquiries (FOIL Requests): All media and Freedom of Information (FOIL) requests for body camera recordings will be forwarded to the Professional Standards Division.
- d. All recordings should be reviewed by the Sheriff or his/her designee prior to public release. Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court (Public Officers Law § 89).
- e. In the event a request is made directly to the correctional facility by the Erie County District Attorney's Office or the Erie County Attorney's Office for a copy of a BWC recording, the request will be forwarded to the Chief of Operations who will work with the Chief of the Professional Standards Division to fulfill any lawful requests in accordance with this policy. Otherwise, all such requests should be filed in writing through the agency records custodian and according to agency policy and procedure.
- f. The Union will receive notice prior to any release of body cam footage.

APPENDIX A

SWORN SUPERVISOR TEAMSTERS

1/1/2024 – 12/31/2024

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
GRP 09	57872 2225.84 27.823	61345 2359.44 29.493	64638 2486.08 31.076	67931 2612.72 32.659	71211 2738.88 34.236	74501 2865.44 35.818	76134 2928.24 36.603	77798 2992.24 37.403	79429 3054.96 38.187	81078 3118.40 38.980	82722 3181.60 39.770	85740 3297.68 41.221
GRP 10	61755 2375.20 29.690	65458 2517.60 31.470	69052 2655.84 33.198	72634 2793.60 34.920	76190 2930.40 36.630	79791 3068.88 38.361	81592 3138.16 39.227	83366 3206.40 40.080	85172 3275.84 40.948	86965 3344.80 41.810	88754 3413.60 42.670	92042 3540.08 44.251
GRP 11	74803 2877.04 35.963	78869 3033.44 37.918	82724 3181.68 39.771	86611 3331.20 41.640	90474 3479.76 43.497	94357 3629.12 45.364	96296 3703.68 46.296	98240 3778.48 47.231	100169 3852.64 48.158	102109 3927.28 49.091	104046 4001.76 50.022	107546 4136.40 51.705
GRP 12	79294 3049.76 38.122	83631 3216.56 40.207	87922 3381.60 42.270	92223 3547.04 44.338	96495 3711.36 46.392	100778 3876.08 48.451	102939 3959.20 49.490	105075 4041.36 50.517	107224 4124.00 51.550	109373 4206.64 52.583	111523 4289.36 53.617	115405 4438.64 55.483
GRP 20	84766 3260.24 40.753	89192 3430.48 42.881	93698 3603.76 45.047	98174 3775.92 47.199	102638 3947.60 49.345	107143 4120.88 51.511	109377 4206.80 52.585	111629 4293.44 53.668	113890 4380.40 54.755	116145 4467.12 55.839	118396 4553.68 56.921	122429 4708.80 58.860
GRP 21	100645 3870.96 48.387	106086 4080.24 51.003	111625 4293.28 53.666	117187 4507.20 56.340	122732 4720.48 59.006	128257 4932.96 61.662	131032 5039.68 62.996	133819 5146.88 64.336	136602 5253.92 65.674	139381 5360.80 67.010	142164 5467.84 68.348	147172 5660.48 70.756

SWORN SUPERVISOR TEAMSTERS

1/1/2025 – 12/31/2025

	0	1	2	3	4	5	A	B	C	D	E	F
GRP 09	60187 2314.88 28.936	63800 2453.84 30.673	67224 2585.52 32.319	70647 2717.20 33.965	74058 2848.40 35.605	77482 2980.08 37.251	79179 3045.36 38.067	80910 3111.92 38.899	82605 3177.12 39.714	84321 3243.12 40.539	86031 3308.88 41.361	89170 3429.60 42.870
GRP 10	64226 2470.24 30.878	68076 2618.32 32.729	71814 2762.08 34.526	75539 2905.36 36.317	79238 3047.60 38.095	82982 3191.60 39.895	84856 3263.68 40.796	86701 3334.64 41.683	88579 3406.88 42.586	90443 3478.56 43.482	92304 3550.16 44.377	95724 3681.68 46.021
GRP 11	77796 2992.16 37.402	82025 3154.80 39.435	86033 3308.96 41.362	90076 3464.48 43.306	94093 3618.96 45.237	98132 3774.32 47.179	100148 3851.84 48.148	102170 3929.60 49.120	104175 4006.72 50.084	106194 4084.40 51.055	108208 4161.84 52.023	111848 4301.84 53.773
GRP 12	82466 3171.76 39.647	86975 3345.20 41.815	91439 3516.88 43.961	95913 3688.96 46.112	100356 3859.84 48.248	104809 4031.12 50.389	107058 4117.60 51.470	109279 4203.04 52.538	111513 4288.96 53.612	113747 4374.88 54.686	115985 4460.96 55.762	120020 4616.16 57.702
GRP 20	88157 3390.64 42.383	92760 3567.68 44.596	97446 3747.92 46.849	102101 3926.96 49.087	106744 4105.52 51.319	111428 4285.68 53.571	113751 4375.04 54.688	116095 4465.20 55.815	118446 4555.60 56.945	120792 4645.84 58.073	123132 4735.84 59.198	127325 4897.12 61.214
GRP 21	104670 4025.76 50.322	110329 4243.44 53.043	116091 4465.04 55.813	121876 4687.52 58.594	127641 4909.28 61.366	133386 5130.24 64.128	136273 5241.28 65.516	139171 5352.72 66.909	142066 5464.08 68.301	144955 5575.20 69.690	147851 5686.56 71.082	153059 5886.88 73.586

SWORN SUPERVISOR TEAMSTERS

1/1/2026 – 12/31/2026

	0	1	2	3	4	5	A	B	C	D	E	F
GRP 09	62593 2407.44 30.093	66352 2552.00 31.900	69913 2688.96 33.612	73474 2825.92 35.324	77020 2962.32 37.029	80581 3099.28 38.741	82347 3167.20 39.590	84146 3236.40 40.455	85910 3304.24 41.303	87695 3372.88 42.161	89471 3441.20 43.015	92737 3566.80 44.585
GRP 10	66795 2569.04 32.113	70799 2723.04 34.038	74687 2872.56 35.907	78562 3021.60 37.770	82408 3169.52 39.619	86301 3319.28 41.491	88250 3394.24 42.428	90168 3468.00 43.350	92121 3543.12 44.289	94060 3617.68 45.221	95996 3692.16 46.152	99553 3828.96 47.862
GRP 11	80908 3111.84 38.898	85305 3280.96 41.012	89473 3441.28 43.016	93679 3603.04 45.038	97856 3763.68 47.046	102057 3925.28 49.066	104154 4005.92 50.074	106257 4086.80 51.085	108341 4166.96 52.087	110442 4247.76 53.097	112536 4328.32 54.104	116322 4473.92 55.924
GRP 12	85765 3298.64 41.233	90455 3479.04 43.488	95096 3657.52 45.719	99748 3836.48 47.956	104370 4014.24 50.178	109002 4192.40 52.405	111340 4282.32 53.529	113651 4371.20 54.640	115972 4460.48 55.756	118296 4549.84 56.873	120623 4639.36 57.992	124821 4800.80 60.010
GRP 20	91682 3526.24 44.078	96470 3710.40 46.380	101344 3897.84 48.723	106184 4084.00 51.050	111014 4269.76 53.372	115885 4457.12 55.714	118302 4550.08 56.876	120740 4643.84 58.048	123184 4737.84 59.223	125624 4831.68 60.396	128057 4925.28 61.566	132419 5093.04 63.663
GRP 21	108857 4186.80 52.335	114743 4413.20 55.165	120736 4643.68 58.046	126751 4875.04 60.938	132748 5105.68 63.821	138721 5335.44 66.693	141725 5450.96 68.137	144737 5566.80 69.585	147749 5682.64 71.033	150754 5798.24 72.478	153764 5914.00 73.925	159180 6122.32 76.529

APPENDIX B

Labor-Management Healthcare Coalition TM

Value Plan

Summary of Benefits

Traditional Blue POS 204	In-Network Deductible/Copay/ Coinsurance	Out-of-Network (Deductible applies)
Medical Services		
Office visits	\$15 copay	25%
Routine physicals	\$15 copay	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	25%
Diagnostic x-rays	\$15 copay	25%
Laboratory testing	Covered in full	25%
Chiropractic care (medically necessary only)	\$15 copay	25%
MRI	\$15 copay	25%
Specialist visits	\$15 copay	25%
Women's Services		
Maternity care (prenatal & post-natal care - after initial \$15 copay)	Covered in full	25%
Gynecological office visits	\$15 copay	25%
Routine Mammograms	Covered in full	25%
Routine pap smear	Covered in full	25%
Hospital Care		
Inpatient stay - semi private room	\$300 deductible	25%
Outpatient surgery facility	\$15 copay	25%
Chemotherapy, radiation therapy, inhalation therapy	\$15 copay	25%
Cardiac rehabilitation (24 visits per year)	\$15 copay	25%
Occupational, speech, physical therapy (20 visits per therapy)	\$15 copay	25%
Emergency room visit (waived if admitted to hospital)	\$100 copay	\$100
Emergency ambulance (medically necessary)	\$100 copay	\$100
Mental Health Care		
Inpatient (unlimited if medically necessary)	\$300 deductible	25%
Outpatient (unlimited if medically necessary)	\$15 copay	25%
Substance Abuse Treatment		
Inpatient detoxification (unlimited if medically necessary)	\$300 deductible	25%
Inpatient rehabilitation (unlimited if medically necessary)	\$300 deductible	25%
Outpatient (unlimited if medically necessary)	\$15 copay	25%
Other Services		
Routine Podiatry Care	\$15 co-pay	25%
Durable medical equipment	50% coinsurance	50%
Home health care (unlimited visits)	Covered in full	25%
Prosthetic devices	50% coinsurance	Not Covered
Skilled nursing facility non-custodial (unlimited days) For rehabilitation purposes - Not Long Term Care	Covered in full	25%
Prescription drugs (up to a 30 day supply)	\$10/\$15/\$20	NA
Vision Care		
Routine vision exam one every two years	\$15 copay	Not Covered
Dependent Coverage		
Dependent coverage to age	26	26
Out-of-network		
Deductible	N/A	\$1,000/\$2,000
Coinsurance	N/A	25%
Out-of-pocket maximum	N/A	\$2,500/\$5,000
Annual maximum	N/A	None
Lifetime maximum	N/A	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Employee contribution amounts vary if you are an employee who contributes a percentage of your health insurance premium, please contact your employer.

Labor-Management Healthcare Coalition™

Core Plan

Summary of Benefits

Traditional Blue POS 203	In-Network Deductible/Copay/ Coinsurance	Out-of-Network (Deductible applies)
Medical Services		
Office visits	\$10 copay	20%
Routine physicals	\$10 copay	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	20%
Diagnostic x-rays	\$10 copay	20%
Laboratory testing	Covered in full	20%
Chiropractic care - 8 maintenance; unlimited visits when medically necessary	\$10 copay	20%
MRI	\$10 copay	20%
Specialist visits	\$10 copay	20%
Women's Services		
Maternity care (prenatal & post-natal care - after initial \$10 copay)	Covered in full	20%
Gynecological office visits	\$10 copay	20%
Routine Mammograms	Covered in full	20%
Routine pap smear	Covered in full	20%
Hospital Care		
Inpatient stay - semi private room	\$100 deductible	20%
Outpatient surgery facility	\$10 copay	20%
Chemotherapy, radiation therapy, inhalation therapy	\$10 copay	20%
Cardiac rehabilitation (24 visits per year)	\$10 copay	20%
Occupational, speech, physical therapy (30 visits per therapy)	\$10 copay	20%
Emergency room visit (waived if admitted to hospital)	\$50 copay	\$50
Emergency ambulance (medically necessary)	\$50 copay	\$50
Mental Health Care		
Inpatient (unlimited if medically necessary)	\$100 deductible	20%
Outpatient (unlimited if medically necessary)	\$10 copay	20%
Substance Abuse Treatment		
Inpatient detoxification (unlimited if medically necessary)	\$100 deductible	20%
Inpatient rehabilitation (unlimited if medically necessary)	\$100 deductible	20%
Outpatient (unlimited if medically necessary)	\$10 copay	20%
Other Services		
Routine Podiatry Care	\$10 co-pay	20%
Acupuncture (6 visits per calendar year)	\$10 copay	Not Covered
Massage therapy (12 visits per calendar year)	\$10 copay	Not Covered
Durable medical equipment	50% coinsurance	50%
Home health care (unlimited visits)	Covered in full	20%
Prosthetic devices	50% coinsurance	Not Covered
Skilled nursing facility non-custodial (unlimited days) For rehabilitation purposes - Not Long Term Care	Covered in full	20%
Prescription drugs (up to a 30 day supply)	\$5/\$7/\$10	NA
Vision Care		
Routine vision exam every year	\$10 copay	Not Covered
Dependent Coverage		
Dependent coverage to age	26	26
Out-of-network		
Deductible	N/A	\$500/\$1,000
Coinsurance	N/A	20%
Out-of-pocket maximum	N/A	\$2,500/\$5,000
Annual maximum	N/A	None
Lifetime maximum	N/A	None

This is a summary of covered benefits and exclusions and is not intended to be a contract.

Labor-Management Healthcare Coalition™

**Enhanced Plan
Summary of Benefits**

Traditional Blue POS 202	In-Network Deductible/Copay/ Coinsurance	Out-of-Network (Deductible applies)
Medical Services		
Office visits	\$8 copay	20%
Routine physicals	\$8 copay	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	20%
Diagnostic x-rays	\$8 copay	20%
Laboratory testing	Covered in full	20%
Chiropractic care - 8 maintenance; unlimited visits when medically necessary	\$8 copay	20%
MRI	\$8 copay	20%
Specialist visits	\$8 copay	20%
Women's Services		
Maternity care (prenatal & post-natal care - after initial \$8 co-pay)	Covered in full	20%
Gynecological office visits	\$8 copay	20%
Routine Mammograms	Covered in full	20%
Routine pap smear	Covered in full	20%
Hospital Care		
Inpatient stay - semi private room	Covered in full	20%
Outpatient surgery facility	\$8 copay	20%
Chemotherapy, radiation therapy, inhalation therapy	\$8 copay	20%
Cardiac rehabilitation (24 visits per year)	\$8 copay	20%
Occupational, speech, physical therapy (30 visits per therapy)	\$8 copay	20%
Emergency room visit (waived if admitted to hospital)	\$35 copay	\$35
Emergency ambulance (medically necessary)	\$35 copay	\$35
Mental Health Care		
Inpatient (unlimited if medically necessary)	Covered in full	20%
Outpatient (unlimited if medically necessary)	\$8 copay	20%
Substance Abuse Treatment		
Inpatient detoxification (unlimited if medically necessary)	Covered in full	20%
Inpatient rehabilitation (unlimited if medically necessary)	Covered in full	20%
Outpatient (unlimited if medically necessary)	\$8 copay	20%
Other Services		
Routine Podiatry Care	\$8 copay	20%
Acupuncture (6 visits per calendar year)	\$8 copay	Not Covered
Massage therapy (12 visits per calendar year)	\$8 copay	Not Covered
Durable medical equipment	20% coinsurance	50%
Home health care (unlimited visits)	Covered in full	20%
Prosthetic devices	20% coinsurance	Not Covered
Skilled nursing facility non-custodial (unlimited days) For rehabilitation purposes - Not Long Term Care	Covered in full	20%
Prescription drugs (up to a 30 day supply)	\$0/\$7/\$10	NA
Vision Care		
Routine vision exam every year	\$8 copay	Not Covered
Dependent Coverage		
Dependent coverage to age	26	26
Out-of-network		
Deductible	N/A	\$300/\$600
Coinsurance	N/A	20%
Out-of-pocket maximum	N/A	\$2,000/\$4,000
Annual maximum	N/A	None
Lifetime maximum	N/A	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Employee contribution amounts vary if you are an employee who contributes a percentage of your health insurance premium. Please contact your employer.

APPENDIX C

SUMMARY OF BENEFITS
CORE POS 203 - Retirees
Offered by Labor-Management Healthcare Coalition

	In Network Deductible/Copay/ Coinsurance	Out of Network (Deductible applies)
Medical Services		
Office visits	\$10 copay	20% coinsurance
Routine physicals	\$10 copay	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	20% coinsurance
Diagnostic x-rays	\$10 copay	20% coinsurance
Laboratory testing	Covered in full	20% coinsurance
Chiropractic care – 8 maintenance; unlimited for medical necessity	\$10 copay	20% coinsurance
MRI	\$10 copay	20% coinsurance
Specialist visits	\$10 copay	20% coinsurance
Women's Services		
Maternity care (prenatal & post-natal care)	Covered in full after initial copay	20% coinsurance
Gynecological office visits	\$10 copay	20% coinsurance
Routine Mammograms	Covered in full	20% coinsurance
Routine pap smear	Covered in full	20% coinsurance
Hospital Care		
Inpatient stay – semi-private room	\$100 deductible	20% coinsurance
Outpatient surgery facility	\$10 copay	20% coinsurance
Chemotherapy, radiation therapy, inhalation therapy	\$10 copay	20% coinsurance
Cardiac rehabilitation (24 visits per year)	\$10 copay	20% coinsurance
Occupational, speech, physical therapy (30 visits per therapy)	\$10 copay	20% coinsurance
Emergency room visit (waived if admitted to hospital)	\$50 copay	50% coinsurance
Emergency ambulance (medically necessary)	\$50 copay	50% coinsurance
Mental Health Care		
Inpatient (unlimited if medically necessary)	\$100 deductible	20% coinsurance
Outpatient (unlimited if medically necessary)	\$10 copay	20% coinsurance
Substance Abuse Treatment		
Inpatient detoxification (unlimited if medically necessary)	\$100 deductible	20% coinsurance
Inpatient rehabilitation (unlimited if medically necessary)	\$100 deductible	20% coinsurance
Outpatient (unlimited if medically necessary)	\$10 copay	20% coinsurance
Other Services		
Acupuncture (6 visits per calendar year)	\$10 copay	Not covered
Massage therapy (12 visits per calendar year)	\$10 copay	Not covered
Durable medical equipment	50% coinsurance	50% coinsurance
Home health care (unlimited visits)	Covered in full	20% coinsurance
Hospice (210 days)	Covered in full	20% coinsurance
Prosthetic devices	50% coinsurance	Not covered
Skilled nursing facility non-custodial (unlimited days) For rehabilitation purposes – Not Long Term Care	Covered in full	20% coinsurance
Prescription drugs (up to a 30 day supply)	\$5 / \$7 / \$10	NA
Vision Care		
Routine vision exam every year	\$10 copay	Not covered
Dependent Coverage		
Dependent	26	26
Out of Network		
Deductible	NA	\$500 / \$1000
Out-of-pocket maximum	NA	\$2500 / \$5000
Annual maximum	NA	None
Lifetime maximum	NA	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer. Guest Membership is available.

revised for 1/1/2011

TRADITIONAL BLUE PPO 812
SUMMARY OF BENEFITS
OFFERED BY LABOR-MANAGEMENT HEALTHCARE COALITION

	In Network Deductible/Copay/ Coinsurance	Out of Network (Deductible Applies)
Medical Services		
Office visits	\$10 copay	20% coinsurance
Routine physicals	\$10 copay	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	20% coinsurance
Diagnostic x-rays	\$10 copay	20% coinsurance
Laboratory testing	Covered in full	20% coinsurance
Chiropractic care – 8 maintenance; unlimited for medical necessity	\$10 copay	20% coinsurance
MRI	\$10 copay	20% coinsurance
Specialist visits	\$10 copay	20% coinsurance
Women's Services		
Maternity care (prenatal & post-natal care) (After initial co-pay)	Covered in full	20% coinsurance
Gynecological office visits	\$10 copay	20% coinsurance
Routine Mammograms	Covered in full	20% coinsurance
Routine pap smear	Covered in full	20% coinsurance
Hospital Care		
Inpatient stay – semi-private room	\$100 deductible	20% coinsurance
Outpatient surgery facility	\$10 copay	20% coinsurance
Chemotherapy, radiation therapy, inhalation therapy	\$10 copay	20% coinsurance
Cardiac rehabilitation (24 visits per year)	\$10 copay	20% coinsurance
Occupational, speech, physical therapy (30 visits per therapy)	\$10 copay	20% coinsurance
Emergency room visit (waived if admitted to hospital)	\$50 copay	50% coinsurance
Emergency ambulance (medically necessary)	\$50 copay	50% coinsurance
Mental Health Care		
Inpatient (unlimited if medically necessary)	\$100 deductible	20% coinsurance
Outpatient (unlimited if medically necessary)	\$10 copay	20% coinsurance
Substance Abuse Treatment		
Inpatient detoxification (unlimited if medically necessary)	\$100 deductible	20% coinsurance
Inpatient rehabilitation (unlimited if medically necessary)	\$100 deductible	20% coinsurance
Outpatient (unlimited if medically necessary)	\$10 copay	20% coinsurance
Other Services		
Acupuncture (6 visits per calendar year)	\$10 copay	Not covered
Massage therapy (12 visits per calendar year)	\$10 copay	Not covered
Durable medical equipment	50% coinsurance	50% coinsurance
Home health care (unlimited visits)	Covered in full	20% coinsurance
Hospice (210 days)	Covered in full	20% coinsurance
Prosthetic devices	50% coinsurance	Not covered
Skilled nursing facility non-custodial (unlimited days) For rehabilitation purposes – Not Long Term Care	Covered in full	20% coinsurance
Prescription drugs (up to a 30 day supply)	\$5 / \$7 / \$10	NA
Vision Care		
Routine vision exam every year	\$10 copay	Not covered
Dependent Coverage		
Dependent	26	26
Out of Network		
Deductible	NA	\$500 / \$1000
Out-of-pocket maximum	NA	\$2500 / \$5000
Annual maximum	NA	None
Lifetime maximum	NA	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract.

APPENDIX D

SUMMARY OF BENEFITS
SENIOR BLUE HMO (formerly 401)
offered by Labor-Management Healthcare Coalition

Medical Services	Copay / Coinsurance
Primary care office visits for Medicare-covered services	\$10 copay
Routine physicals (1 every year)	\$0 copay
Diagnostic x-rays	\$10 copay
Laboratory testing	\$0 copay
Chiropractic care	\$15 copay
Specialist visits for Medicare-covered services	\$20 copay
Podiatry services – medically necessary	\$15 copay
Podiatry services – routine up to 3 visits every year	\$15 copay
Bone mass measurement (people at risk)	\$0 copay
Colorectal screening exam (age 50 and older)	\$0 copay
Prostate cancer screening (age 50 and older)	\$0 copay
Immunizations – Hepatitis B vaccine, pneumonia vaccine (for people at risk)	\$0 copay
Immunizations – Influenza vaccine (in network only), H1N1 vaccine	\$0 copay
Diagnostic hearing exams	\$15 copay
Women's Services	
Medicare-covered pelvic exam (one every 24 months)	\$0 copay
Medicare-covered pap smear (one every 24 months)	\$0 copay
Mammogram – Medicare-covered screening (age 40 and older)	\$0 copay
Hospital Care	
Inpatient hospital care	\$250 copay
Outpatient surgery facility	\$50 copay
Radiation therapy - PCP/Specialist	\$10/20 copay
Facility	\$0 copay
Cardiac rehabilitation	\$15 copay
Occupational, speech, physical therapy	\$15 copay
Emergency room visit (waived if admitted to hospital)	\$50 copay
Emergency ambulance	\$50 copay
Mental Health Care	
Inpatient (190-day lifetime limit in aggregate with Substance Abuse Treatment)	\$0 copay
Outpatient visits	45% coinsurance
Mental Health services with Psychiatrist	20% coinsurance
Substance Abuse Treatment	
Inpatient detoxification and rehabilitation services (190 day lifetime limit in a psychiatric hospital)	\$0 copay
Outpatient visits	20% coinsurance
Other Services	
Diabetic self-monitoring training	\$0 copay
Durable medical equipment	20% coinsurance
Home health care	\$10 copay
Prosthetic appliances (delete devices)	20% copay
Skilled nursing facility (100 days each benefit period)	\$0 copay
For rehabilitation purposes – Not Long Term Care	
Urgent care facility (waived if admitted)	\$50 copay
Formulary Generic/Brand prescription drugs (up to a 30 day supply)	\$5 / \$10
Mail-Order Formulary Generic/Brand prescription drugs (up to 90 day supply)	\$5 / \$10
Out of Pocket maximum	\$3,000
Vision Care	
Routine vision exam (1 every year)	\$20 copay
Medical vision exam	\$20 copay

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan

SUMMARY OF BENEFITS
SENIOR BLUE HMO (formerly 402)
offered by Labor-Management Healthcare Coalition

Medical Services	Copay / Coinsurance
Primary care office visits for Medicare-covered services	\$10 copay
Routine physicals (1 every year)	\$0 copay
Diagnostic x-rays	\$10 copay
Laboratory testing	\$0 copay
Chiropractic care	\$15 copay
Specialist visits for Medicare-covered services	\$20 copay
Podiatry services – medically necessary	\$15 copay
Podiatry services – routine up to 3 visits every year	\$15 copay
Bone mass measurement (people at risk)	\$0 copay
Colorectal screening exam (age 50 and older)	\$0 copay
Prostate cancer screening (age 50 and older)	\$0 copay
Immunizations – Hepatitis B vaccine, pneumonia vaccine (for people at risk)	\$0 copay
Immunizations – Influenza vaccine (in network only), H1N1 vaccine	\$0 copay
Diagnostic hearing exams	\$15 copay
Women's Services	
Medicare-covered pelvic exam (one every 24 months)	\$0 copay
Medicare-covered pap smear (one every 24 months)	\$0 copay
Mammogram – Medicare-covered screening (age 40 and older)	\$0 copay
Hospital Care	
Inpatient hospital care	\$250 copay
Outpatient surgery facility	\$50 copay
Radiation therapy – PCP/Specialist Facility	\$10/\$20 copay
Cardiac rehabilitation	\$0 copay
Occupational, speech, physical therapy	\$15 copay
Emergency room visit (waived if admitted to hospital)	\$50 copay
Emergency ambulance	\$50 copay
Mental Health Care	
Inpatient (190-day lifetime limit in aggregate with Substance Abuse Treatment)	\$0 copay
Outpatient visits	45% coinsurance
Mental Health services with Psychiatrist	20% coinsurance
Substance Abuse Treatment	
Inpatient detoxification and rehabilitation services (190 day lifetime limit in a psychiatric hospital)	\$0 copay
Outpatient visits	20% coinsurance
Other Services	
Diabetic self-monitoring training	\$0 copay
Durable medical equipment	20% coinsurance
Home health care	\$10 copay
Prosthetic appliances (delete devices)	20% copay
Skilled nursing facility (100 days each benefit period) For rehabilitation purposes – Not Long Term Care	\$0 copay
Urgent care facility (waived if admitted)	\$50 copay
Formulary Generic/Brand prescription drugs (up to a 30 day supply)	\$7/\$50/\$100 copay
Mail-Order Formulary Generic/Brand prescription drugs (up to 90 day supply)	\$7/\$50/\$100 copay
Out of Pocket maximum	\$3,000
Vision Care	
Routine vision exam (1 every year)	\$20 copay
Medical vision exam	\$20 copay

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer.

SUMMARY OF BENEFITS
Forever Blue (formerly PPO 201)
offered by Labor-Management Healthcare Coalition

	In-Network Copay	Out-of-Network Copay
Medical Services		
Primary care office visits for Medicare-covered services	\$15 copay	\$20 copay
Routine physicals (1 every year)	\$0 copay	\$20 copay
Diagnostic x-rays	\$15 copay	\$20 copay
Laboratory testing	\$0 copay	\$20 copay
Chiropractic care	\$15 copay	\$20 copay
Specialist visits for Medicare-covered services	\$15 copay	\$20 copay
Podiatry services – medically necessary	\$15 copay	\$20 copay
Podiatry services – routine up to 3 visits every year	\$15 copay	\$20 copay
Bone mass measurement (people at risk)	\$0 copay	\$20 copay
Colorectal screening exam (age 50 and older)	\$0 copay	\$20 copay
Prostate cancer screening (age 50 and older)	\$0 copay	\$20 copay
Immunizations – Hepatitis B vaccine, pneumonia vaccine (for people at risk)	\$0 copay	\$20 copay
Immunizations – Influenza vaccine, H1N1 vaccine	\$0 copay	\$0 copay
Diagnostic hearing exams	\$15 copay	\$20 copay
Women's Services		
Medicare-covered pelvic exam (one every 24 months)	\$0 copay	\$20 copay
Medicare-covered pap smear (one every 24 months)	\$0 copay	\$20 copay
Mammogram - Medicare-covered screening (ages 40 and older)	\$0 copay	\$20 copay
Hospital Care		
Inpatient hospital care	\$100 copay	20% copay
Outpatient surgery facility	\$25 copay	20% copay
Radiation therapy	\$15 copay	\$20 copay
Cardiac rehabilitation	\$20 copay	20% copay
Occupational, speech, physical therapy	\$20 copay	20% copay
Emergency room visit (waived if admitted to hospital)	\$50 copay	\$50 copay
Emergency ambulance	\$50 copay	\$50 copay
Mental Health Care		
Inpatient (190-day lifetime limit)	\$0 copay	20% copay
Outpatient visits	45% copay	50% copay
Mental Health services with psychiatrist	20% copay	20% copay
Substance Abuse Treatment		
Inpatient detoxification and rehabilitation services (190 day lifetime limit in a psychiatric hospital)	\$0 copay	20% copay
Outpatient visits	20% copay	20% copay
Other Services		
Diabetic self-monitoring training	\$0 copay	\$20 copay
Durable medical equipment	20% copay	20% copay
Home health care	\$0 copay	10% copay
Prosthetic devices	\$0 copay	20% copay
Skilled nursing facility (100 days each benefit period) For rehabilitation purposes – Not Long Term Care	\$100 copay	20% copay
Formulary Generic/Brand prescription drugs (up to a 30 day supply)	\$10/\$20	N/A
Mail-Order Formulary Generic/Brand prescription drugs (up to 90 day supply)	\$10/\$20	
Deductible	N/A	
Combined in & out of network maximum including deductible	\$3,250	\$250
Vision Care		
Routine vision exam (1 every year)	\$15 copay	\$20 copay
Medical vision exam	\$15 copay	\$20 copay

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer. Prescriptions available out of area from participating national pharmacy network.

revised for 1/1/13