

1 **STATEMENT OF PURPOSE**

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

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10 **ARTICLE I**

11 **RECOGNITION**

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

19
20 **ARTICLE II**

21 **MANAGEMENT RIGHTS**

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

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35 **ARTICLE III**

36 **PLEDGE AGAINST DISCRIMINATION**
37 **AND COERCION**

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40 **SECTION 1.** The provisions of this Agreement shall be applied equally to all employees in the
41 bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national
42 origin or political affiliation. The Union shall share equally with the Employer the responsibility
43 for applying this provision of the Agreement.

44
45 **SECTION 2.** In connection with the Equal Employment Opportunity Program of the United
46 States, the Employer pledges its full support to Executive Order 11246 of September 1965 as

1 amended by Executive Order 11375 dated October 13, 1968, in continuing its well-established
2 policy to provide equal employment opportunities for all individuals on the basis of
3 qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or
4 national origin, which policy the Union enthusiastically endorses.

5
6 **SECTION 3.** All references to employees in this Agreement designate both sexes and
7 wherever the male gender is used it shall be construed to include male and female employees.
8

9 **SECTION 4.** The Employer agrees not to interfere with the rights of employees to become
10 members of the Union, and there shall be no discrimination, interference, restraint or coercion
11 by the Employer or any Employer representative against any employee because of Union
12 membership or because of any lawful employee activity in an official capacity on behalf of the
13 Union.
14

15 **SECTION 5.** The Union recognizes its responsibility as Bargaining Agent and agrees to
16 represent all employees in the bargaining unit without discrimination, interference, restraint or
17 coercion.
18

19 **SECTION 6.** The Union agrees that it will not interfere with, coerce, or intimidate any of the
20 employees into joining the Union. The Union recognizes that no employee is required to join
21 the Union and every employee has the right to join or refrain from joining the Union.
22

23 **ARTICLE IV**

24 **NO STRIKE CLAUSE**

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26
27 **SECTION 1.** The Union recognizes the status of the Erie County Sheriffs Office employees as
28 “public employees” and the provisions of law applicable thereto.
29

30 **SECTION 2.** The Union shall not engage in a strike, nor cause, instigate, encourage or
31 condone one. In the event a strike or work stoppage occurs, the Union shall exert its best
32 efforts to prevent and terminate the same.
33

34 **SECTION 3.** No lockout of employees shall be instituted by the Employer during the term of
35 this Agreement.
36

37 **ARTICLE V**

38 **DUES CHECK OFF AND AUTHORIZATION**

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40
41 **SECTION 1.** An employee desiring to become a member of the Union may execute a written
42 authorization in the form annexed hereto as Schedule “B.” Upon receipt of the authorization
43 from an employee, the Employer shall, pursuant to the authorization, deduct from the
44 employee’s wages, dues, each pay period.
45

46 **SECTION 2.** The Employer following each pay period from which those deductions are made

1 will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall
2 be sent out by a listing of the members from whom the deductions have been made and the
3 amount deducted from each to:

4
5 Erie County Sheriff's Office Police Benevolent Association, Inc.
6 P.O. Box 932
7 Orchard Park, New York 14127
8

9 **SECTION 3.** The Union shall certify to the Employer in writing the current rate of membership
10 dues and shall give the Employer thirty (30) days notice prior to the effective date of any
11 changes.
12

13 **SECTION 4.** A deduction authorized by any employee shall continue as long as so authorized
14 unless and until such employee notifies the Personnel Commissioner of the County of Erie of
15 his desire to discontinue or to change such authorization in writing and by registered mail and
16 the Employer shall forward a copy of the employee's notification to the Union.
17

18 **SECTION 5.** The Employer further agrees to grant to the Union an exclusive payroll deduction
19 of premiums for an employee organization sponsored insurance program.
20

21 **SECTION 6.** "Agency Shop" Agency Shop fee deductions, of an equal amount to Union
22 membership dues, shall be continued for the term of this Agreement. Such amount shall be
23 deducted from an employee's wages each pay period and shall be transmitted at the same
24 time and to the same office as set forth in Section 2 above, The Union agrees to hold the
25 Employer safe and harmless because of said deduction.
26

27 **SECTION 7.** If, through inadvertence or error, the Employer fails or neglects to make a
28 deduction which is properly due and owing from a bargaining unit member's pay check, such
29 deduction shall be made from the next pay check of the bargaining unit member and submitted
30 to the collective bargaining representative. The Employer shall not be liable to the collective
31 bargaining representative, bargaining unit member or any party by reason of the requirements
32 of this article of the Agreement for the remittance or payment of any sum other than that
33 constituting actual deductions made from employee wages earned.
34

35 **ARTICLE VI**

36 **BULLETIN BOARDS**

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39 **SECTION 1.** The Employer agrees to provide space and the Union agrees to purchase bulletin
40 boards approximately 3' by 3' in size for the exclusive use of the Union to post notices and
41 other Union information excluding any information of an inflammatory nature, at each of the
42 following work installations:
43

- 44 (a) 10 Delaware Avenue
45 1st Floor - Payroll
46

- 1 (b) Deputies Room - Rath Building
- 2 Deputies Room - 291 Pearl Street
- 3 Deputies Room - 290 Main Street
- 4 Deputies Room - Convention Towers - 43 Court Street
- 5
- 6 (c) 134 W. Eagle Street
- 7 Transportation Room
- 8 4th Floor - Civil Division
- 9
- 10 (d) Substations (one board per substation)
- 11
- 12 (e) Patrol Services
- 13 Headquarters - Chestnut Ridge
- 14 Detective Bureaus
- 15 Break room
- 16

17 **ARTICLE VII**

18 **ACCESS TO PREMISES**

19

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21 The Employer agrees to permit no more than four representatives of the Union to enter

22 the premises of the Employer at any hour after permission from the Division Head or his

23 designee has been granted for individual discussions of working conditions with employees

24 and the administration of the Collective Bargaining Agreement, provided such representatives

25 or the discussions do not unduly interfere with the performance of duties assigned to the

26 employees.

27

28 **ARTICLE VIII**

29 **NOTIFICATION OF NEW EMPLOYEES**

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32 The Employer, through the County Personnel Office agrees to submit to the Union each

33 Month the list known as "Personnel Changes" of new Union employees hired, their job

34 classification, home address, and whether their employment is on a permanent, provisional, or

35 temporary basis.

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ARTICLE IX

HOURS OF WORK

SECTION 1. REGULAR HOURS

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

(b) Patrol deputies and supervisors (“employees”) working the 7-on/2-off and 8-on/4-off schedules within the department shall work twelve (12) hour shifts as more fully described hereinafter and as illustrated in Exhibits “A” and “B” hereto.

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

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

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

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

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

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

(7) The parties acknowledge the twelve (12) hour schedule requires the conversion of leave credit accruals from day to hour increments. This is how the accrual balances are

1 currently reflected and accrued in the paychecks. If it becomes necessary, the parties
2 agree to negotiate the conversion rates and any issues relating to paid holidays,
3 vacations, sick leave, personal leave, bereavement leave, family illness and all other
4 forms of leave credits as expeditiously as possible and to append the negotiated
5 conversion schedule to this agreement. All leave taken pursuant to the contract shall be
6 charged based upon actual hours used.
7

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

10
11 (9) During the duration of this agreement, line-up [CBA Article XVII § 8(a) and Article
12 XIII § 3(b)] will be eliminated for all Patrol deputies working the twelve (12) hour shift.
13 Employees will be required to be ready for duty at the beginning of their shift.
14 Supervisors will have their line-up reduced to fifteen (15) minutes and will continue to
15 receive line-up when taking vacation [CBA Article XIII § 3(b)].
16

17 (10) For the duration of this trial period, the work period for the Fair Labor Standards Act
18 shall be considered to be twenty-eight (28) days.
19

20 (11) The parties acknowledge the complexities inherent in implementing the twelve (12)
21 hour shift and agree to use their best efforts to amicably resolve any issues that may
22 arise as a result of the implementation of the new schedule.
23

24 (12) The parties agree that all of the terms and provisions of the existing collective
25 bargaining agreement not modified by this agreement shall remain in full force and
26 effect, and that this agreement shall become a part of any agreement or imposed set of
27 working conditions that may cover or affect the time periods set forth herein subject to
28 the provisions provided in paragraphs (b) and 1 herein.
29

30 (13) Nothing contained herein is meant to affect CBA Article XXVII.
31

32 **SECTION 2. WORK WEEK**
33

34 The normal work week shall consist of five (5) eight (8) hour days with two (2)
35 consecutive days off, except as otherwise provided in this Agreement.
36

37 **SECTION 3. SHIFT CHANGE**
38

39 (a) No employee shall have a shift schedule or day off schedule changed for the
40 purpose of avoiding a payment of overtime.
41

42 (b) Where the Employer feels that circumstances necessitate a shift change then notice
43 of such a change shall be given to the employee no less than seventy-two (72) hours in
44 advance of the start of the shift such changed work schedule is to commence.
45

46 **SECTION 4. WORK SCHEDULES SHOWING EMPLOYEE SHIFTS**

1
2 Work shifts, days and hours shall be posted on all appropriate bulletin boards at all
3 times and shall be posted on the preceding Thursday of each work week. In the event such
4 schedule is not posted by Thursday, the Sheriff or his designee shall be responsible for
5 notifying any employee whose schedule is changed from the regular schedule for the coming
6 week.

7
8 **SECTION 5. LUNCH PERIODS AND MEALS**
9

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

13
14
15 **ARTICLE X**

16
17 **REPORTING TIME**

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19 **SECTION 1. COURT TIME**
20

21 (a) Any employee who, in connection with his duties is required to appear in any court or
22 before any regulatory or administrative agency at any other time than his regularly scheduled
23 work period shall receive a minimum of three (3) hours pay at time and one-half (1 & 1/2) for
24 the first court appearance and a second appearance and subsequent appearance are at actual
25 time spent at straight time.

26
27 (b) No employee shall be eligible for court appearance pay for any appearance that is
28 made while on vacation time, comp time or personal leave time unless said time off has been
29 approved prior to receiving the court appearance notification. Further, no employee may
30 appear in court while on sick leave unless prior approval has been obtained from the court
31 liaison officer or the employee's respective Division Head or his designee.

32
33 **SECTION 2. EMPLOYEES TRAVEL EXPENSE**
34

35 The Employer agrees to reimburse all employees while in travel status in the
36 performance of their official duties for hotel lodging, meals, and incidental expenses related
37 hereto in line with the policy of the Employer as reflected in the attached Schedule "C."
38

39
40
41 **SECTION 3. OVERTIME**
42

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

1 premium of one-half (1/2) are all sick leave.
2

3 (b) All overtime worked shall be paid promptly and no later than the next payroll check,
4 except that employees wishing to receive compensatory time off in lieu of overtime shall be
5 allowed to accrue and maintain a compensatory time bank, calculated at one (1) and one-half
6 (1/2) times their regular rate of pay for each hour of overtime worked up to a maximum of one
7 hundred twenty (120) hours. This compensatory time benefit is to be in lieu of all other
8 compensatory time benefits.
9

10 (c) Employees required to seek medical treatment as a result of an injury while on the
11 job will be paid up to a maximum of four (4) hours if said medical treatment goes beyond the
12 completion of their tour of duty.
13

14 (d) In-Service Training:
15

- 16 1. Sheriff's Deputies who are assigned to a Patrol Platoon shall attend
17 mandatory In-Service Phase One Training on a scheduled RDO to be
18 determined by the Sheriff; and
- 19 2. Sheriff's Deputies who attend such training shall receive twelve (12) hours
20 of compensatory time; and
- 21 3. Scheduled training, however, is subject to change by the Sheriff upon
22 seventy-two (72) hours notice to the PBA; and
- 23 4. Should a Sheriff's Deputy have attained the compensatory time bank
24 maximum of one hundred and twenty (120) hours said Deputy shall be
25 compensated for said hours of training and shall not be permitted to add
26 the hours spent in said training to their compensatory time bank; and
- 27 5. The PBA agrees that it will not grieve the issue of PBA members who
28 receive pay for the training rather than compensatory time because said
29 Deputy have attained the compensatory time bank maximum of one
30 hundred and twenty (120); and
31

32 **SECTION 4. DISTRIBUTION OF OVERTIME** 33

34 So far as it is practicable, without reducing efficiency of work performance or the need of
35 the Employer, opportunities to perform overtime work shall be distributed as equally as
36 possible among the employees working that present shift in the needed job classifications,
37 provided the employees are qualified to perform the overtime work required. The method and
38 requirements for distributing overtime shall be as follows:
39

40 (a) Work in progress shall be completed by the employee performing the work at
41 the time the determination was made that overtime was necessary, regardless of such
42 employee's seniority or amount of previous overtime. It is understood that such overtime is
43 mandatory and may not be refused,
44

45 (b) Overtime work shall be offered to employees working the present shift on the
46 basis of seniority and shall be equitably distributed among employees who normally perform

1 such work, Each employee shall be selected in turn according to his place on the seniority list
2 for that shift by rotation, provided, however, that the employee whose turn it is to work
3 possesses the qualifications and ability to perform the work required as determined by the
4 Sheriff.

5
6 (c) An employee requesting to be skipped when it becomes his turn to work
7 overtime shall not be rescheduled for overtime work until his name is reached again in orderly
8 sequence and an appropriate notation shall be made on the overtime roster.

9
10 (d) In the event no employee wishes to perform the required overtime work, the
11 Employer shall rotate the assignment of such required work by the use of inverse departmental
12 seniority to assign the necessary employees to perform the work in question.

13
14 (e) In an emergency determined by the Sheriff in his sole discretion, such
15 overtime may not be refused.

16
17 (f) If an employee is skipped or denied an opportunity for overtime work in
18 violation of this Agreement, upon giving formal notice of same in writing and upon verification,
19 he shall be given preference to elect overtime regardless of seniority or amount of overtime
20 previously worked when it becomes available to his shift.

21
22 (g) Should any employee refuse overtime work when it may not be refused
23 (Section 4, (a) or (e)) he shall subject himself to disciplinary action.

24
25 (h) An overtime roster shall be available for inspection by employees and/or
26 union representatives, upon request, within a reasonable amount of time after the request is
27 received. Employees and union representatives shall keep such request to a reasonable
28 number. If the Union requests a copy of the overtime roster each month, a copy will be made
29 available for posting by the union, if they so desire.

30 31 **SECTION 5. PROBATIONARY PERIOD**

32
33 (a) Every new employee who is appointed to fill a permanent position shall be subject to
34 a probationary period of not more than fifty-two (52) weeks, excluding training period and any
35 authorized or unauthorized leaves in excess of an aggregate of ten (10) work days during the
36 probationary period. Upon completion of the probationary period the appointee will be granted
37 all of the rights and privileges of permanent status employees. New employees who
38 successfully complete their probationary period shall be entered on the seniority list retroactive
39 to their initial date of hire.

40
41 (b) The Union shall represent all probationary employees for the purpose of collective
42 bargaining in respect to wages/salaries, hours and other conditions as set forth under Article 1
43 of this Agreement, except in proceedings for discipline and discharge.

44 45 **SECTION 6. SENIORITY**

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

9
10 (b) When multiple employees are hired on the same day, seniority ranking shall first be
11 determined by test scores, if the test scores are the same, the tie breaker shall be social
12 security numbers using the last two (2) digits of the social security number, with the most
13 senior being the individual with the lowest numerical value (i.e. 01 more seniority than 99).

14
15 (c) Every six (6) months the Employer agrees to furnish the Union an up-to-date
16 seniority list showing the continuous service of each permanent employee within the Sheriff's
17 Office. The seniority lists will show the names, job classifications, and date of hire of all
18 employees entitled to seniority.

19
20 (d) It is agreed and understood that where applicable, Civil Service Law will supersede
21 the seniority defined above in all competitive class positions.

22
23 **SECTION 7. BREAKS IN CONTINUOUS SERVICE**

24
25 For the purpose of seniority an employee's continuous service record shall be broken by
26 voluntary resignation, discharge for just cause and retirement. If an employee returns to work
27 in the same job title within one year, the break in continuous service shall be removed from his
28 record.

29
30 **SECTION 8. CALL IN PAY**

31
32 An employee called in to work hours other than his or her regularly scheduled shift shall
33 be compensated at a minimum for three (3) hours at time and one-half (1 & 1/2) the regular
34 hourly rate. This minimum shall not apply to hours immediately preceding or following the
35 employee's normal work schedule.

36
37 **ARTICLE XI**

38
39 **WORK FORCE CHANGES**

40
41 **SECTION 1. PROMOTIONS - COMPETITIVE CLASS**

42
43 (a) The Employer shall promote to competitive class positions pursuant to New York
44 Civil Service Law, as amended from time to time.

45
46 (b) Supervisory Promotions —Effective 1/1/91 Employees who are promoted to the

1 following titles only shall be promoted from the step they are in at the time of promotion to the
2 same step in their new salary grade.

- 3
- 4 (1) Captain
- 5 (2) Lieutenant
- 6 (3) Sergeant (Including Technical Sergeants)
- 7 (4) Senior Detective
- 8 (5) Detective Deputy
- 9

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

14 **SECTION 2. TEMPORARY ASSIGNMENTS**

15
16 An employee temporarily assigned to a higher level encumbered position during a
17 continuance of a temporary emergency not in excess of fifteen (15) consecutive days of actual
18 work by such employee in the higher level position shall not be eligible for a salary increase.
19 This includes assignments for vacation substitutes and for training purposes. Effective on the
20 16th consecutive day of actual work by such employee in the higher level position, the
21 employee will be paid at the new rate until his return to his prior assignment. However, if the
22 assignment is to an encumbered position from which the incumbent is on authorized leave
23 without pay, such employee will be eligible for the new rate immediately upon actually
24 assuming the assigned position.
25

26 **SECTION 3. DEMOTION**

27
28 (a) An employee who is relegated back to his previous job from a higher classification to
29 which he was provisionally appointed because of his inability to prove to the Employer that he
30 was able to fulfill the standards of the job, or pass a Civil Service examination required for
31 permanent appointment to that job, or who voluntarily relinquishes such job, shall not be
32 considered as demoted.
33

34 (b) An employee who is relegated back to his previous job from a detail assignment
35 shall not be considered as demoted.
36

37 **SECTION 4. LAY-OFF**

38
39 (a) In the event the Employer plans to lay off employees for any reason, the Employer
40 shall make a good faith effort to meet with the Union to review such anticipated lay off at least
41 thirty (30) days prior to the date such action is to be taken.
42

43 (b) The Employer shall forward a list of those employees being laid off to the Union on
44 the same date that the notices are issued to the employees.
45
46

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

5
6 **SECTION 5. LAY-OFF PROCEDURE**
7

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

11
12 (b) Total departmental seniority will govern with respect to lay-offs and recall in any job
13 classification.

14
15 (c) The Employer will be liable for any error on a separation or lay off from the date of
16 the error. If, however, the employee discovers the error and fails to file a grievance, the
17 Employer will be liable only from the date a grievance is filed.

18
19 **SECTION 6. RECALL**
20

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

27
28 (b) No new employee shall be hired into a particular classification until all employees on
29 lay off status in that classification desiring to return to work have been recalled.

30
31 **SECTION 7. CONSOLIDATION OR ELIMINATION OF JOBS**
32

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

36
37 **SECTION 8. INVOLUNTARY REASSIGNMENT**
38

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

45
46 When a deputy is reassigned involuntarily he or she shall receive the necessary training

1 and equipment to properly perform the duties associated with the new position.

2
3 **SECTION 9. SHIFT PREFERENCE**
4

5 (a) Whenever a permanent shift vacancy occurs or is created, if the Employer
6 determines to fill the vacancy and maintain such job assignment on the shift, an
7 announcement of the vacancy shall be posted on all official Bulletin Boards for a period of ten
8 (10) calendar days. During said ten (10) calendar day period employees may bid to the posted
9 shift vacancy. If two (2) or more eligible employees bid for the position the employee with the
10 greatest length of seniority shall be given preference.
11

12 (b) It is understood the vacancy to be bid upon shall be that vacancy which results after
13 employees who are working on the shift in which the vacancy occurs or is created select their
14 RDO's (regular days off) according to departmental seniority and the remaining unselected
15 RDO's shall be in the vacancy to be posted and bid pursuant to Article XI, Section 10(a).
16

17 (c) No employee may utilize this process again for at least one (1) year from the date of
18 assignment change. Employees must also have eighteen (18) months of continuous service
19 with the Sheriff's Office to be eligible for assignment requests.
20

21 **SECTION 10. FLEET SUPERVISOR**
22

23 In regard to the Improper Practice Charge U-31044 (Fleet Supervisor) the County and
24 Sheriff agree to assign the responsibilities of the Fleet Supervisor to a PBA member no later
25 than June 15, 2012.
26

27 **SECTION 11. DISTRICT ASSIGNMENT**
28

29 (a) The areas of the County for which the Sheriff's Office provides services are currently
30 divided into five (5) districts, such Districts being: (1) Grand Island, (2) Clarence, Akron,
31 Newstead, Alden, (3) Elma, Marilla, Wales, (4/7) Boston, Colden, Concord, Sardinia,
32 Springville; (5/6) North Collins, Brant, Collins, Reservation/Seneca Nation (SNI).
33

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

- 38 • Rath Patrol;
- 39 • Transport, including Day and Afternoon Watch;
- 40 • (1) Grand Island;
- 41 • (2) Clarence, Akron, Newstead, Alden (Town and Village);
- 42 • (3) Elma, Marilla, Wales;
- 43 • (4/7) Boston, Colden, Concord, Sardinia, Springville;
- 44 • (5/6) North Collins, Brant (6) Collins, Reservation/SNI.

45
46 (c) The parties agree as follows:

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1. Once a year, each Sheriff's Deputy assigned to patrol work in a District (including the Rath Patrol, Transport and District assignments) shall have the right to choose his/her District and Platoon assignment based upon seniority, as is defined in Article X, section 6 of the CBA.
2. Before December 1, the Sheriff will distribute bid forms for District and Platoon assignments to all Sheriff's Deputies who are assigned to the Road Patrol (including the Rath Patrol, Transport and District assignments). The bid form will allow each Sheriff's Deputy assigned to the Road Patrol to indicate his or her priority of selection on a form agreed upon by the Parties for his/her preferred District and Platoon selections.
3. The bid form shall be completed by the Sheriff's Deputies and returned to the Sheriff or his designee on or before December 15.
4. The Sheriff's Office shall inform the Sheriff's Deputies and the ECS PBA of the date the bidding will take place and the start time for the bid procedure. The bidding procedure date will take place no later than January 1. The bid procedure shall be jointly administered and supervised by the Sheriff or his designee and a representative of the ECS PBA.
5. Choice of District and Platoon assignment (including the Rath Patrol, Transport and District assignments) will be offered to Sheriff's Deputies on the basis of departmental seniority, as is defined under Article X, section 6 of the CBA.
6. The Sheriff or his designee shall establish the District and Platoon assignments for the upcoming year, on the basis of department seniority and consistent with the bidding procedure set forth in ¶4 above and will immediately post these new District assignments on each PBA bulletin board.
7. New District and Platoon assignments will take effect no later than the day shift in the first full pay period in January and shall expire on implementation of the following bid.
8. The Sheriff reserves the right to deny a Deputy's request for assignment to a particular District, so long as the Sheriff provides prior written notification to that employee of good and sufficient reason for such denial. It is understood that "for the good of the service" shall not constitute a valid reason and the Sheriff shall not deny District assignments for disciplinary reasons.
 - a. The ECS PBA clearly understands that the Sheriff reserves the right to deny a Deputy's request for assignment to a particular district based on a poor time/attendance or lack of productivity or sustained professional standards complaints or disciplinary history or other sufficient reasons that will undermine the effectiveness of the office, the Sheriff and or his

1 designee will issue and serve a written warning before denying a Deputy's
2 request for his /her substation assignment.
3

4 9. The Sheriff reserves the right to determine and change the number of Deputies
5 assigned to any District. The Sheriff also reserves the right to temporarily change
6 a Deputy's District based upon the following: vacations, sick calls, and temporary
7 emergency strains on staffing needs. It is clearly understood that the temporary
8 changes mentioned in this section are not covered by seniority and will be made
9 at discretion of the Chief of Police Services, Captain, on-duty watch commander
10 or approved designee.
11

12 10. In the event that a dispute arises over the meaning, application, or interpretation
13 of the terms of this Section, the parties agree to utilize the Grievance Procedure
14 set forth in Article XXI of the CBA to resolve such dispute. However, a temporary
15 change of District because of issues outlined in Paragraph 8 or a permanent
16 change in the number of staff assigned to a District shall not be subject to the
17 Grievance Procedure.
18

19 a. The deputy who has their District assignment changed shall be entitled to
20 reimbursement shall not exceed \$5,000.00 for including, but not limited to
21 the following: additional travel expenses and mileage, lost overtime, lost
22 court time and such other remuneration/reimbursements as the Arbitrator
23 deems appropriate. The Sheriff will agree to expedite an arbitration
24 protesting said change and avoid any unnecessary delays to settle
25 disputes. The Sheriff agrees to waive the requirement for the ECS PBA
26 to follow Steps 1 and 2 of the grievance procedure should it bring a
27 grievance relative to said change. In no way is this to add or detract from
28 rights as outlined in Article XI, section 8.

29 b. If an arbitrator rules in favor of the ECS PBA the Sheriff will move the
30 deputy back to his/her substation bid within 72 hours of receiving the
31 decision.
32

33 11. The positions eligible for bid include: Rath Patrol (both day shifts), Transport -
34 including Day and Afternoon Watch, and Road Patrol Platoons: A, B, C, D.
35 These positions to include district assignment with the number of available
36 positions in each district made known by the Sheriff's Office. District assignment
37 to be used as follows: 1) Grand Island, 2) Clarence, Newstead, Alden (Town
38 and Village), 3) Elma, Marilla, Wales, 4/7) Colden, Boston, Holland, Sardinia,
39 Concord, Springville, 5/6) North Collins, Collins, Brant, SNI.
40

41 12. The ECS PBA and the Sheriff each reserve the right to cancel this section of the
42 CBA with 30 calendar day written notice to other.
43

44 13. The term of this Section of the CBA shall be from January 1 each year and
45 including December 31 of each year.
46

1
2 **ARTICLE XII**

3
4 **HOLIDAYS**

5
6 **SECTION 1. HOLIDAYS RECOGNIZED AND OBSERVED**

7
8 The following days shall be recognized and observed as paid holidays:

- 9
10 New Year's Day
11 Martin Luther King Day
12 Good Friday
13 Patriot's Day
14 Memorial Day
15 Independence Day
16 Labor Day
17 Veteran's Day
18 Thanksgiving Day
19 Christmas Day
20

21 **SECTION 2. HOLIDAYS FALLING ON WEEKENDS**

22
23 For non-12 hour shift employees, whenever any of the holidays listed above fall on
24 Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays
25 listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.
26

27 **SECTION 3. HOLIDAYS TWENTY-FOUR HOUR COVERAGE**

28
29 In each Division where twenty-four (24) hour coverage is necessary, the Holidays of
30 New Year's Day, Independence Day and Christmas Day for the purposes of Holiday Pay shall
31 be paid on the actual calendar date rather than the date celebrated.
32

33 **SECTION 4. HOLIDAY PAY**

34
35 An employee who works on a holiday (those listed in Article XII, Section 1 or in
36 conjunction with Article XII Sections 2 and 3) shall be paid at the rate of time and one-half his
37 regular rate for all hours worked or receive compensatory time at the same rate.
38

39 **SECTION 5. SCHEDULED WORK**

40
41 An employee must have worked his last scheduled work day prior to the Holiday and
42 the first scheduled work day after the Holiday to receive compensation for the Holiday, unless
43 excused by the Sheriff. It is understood that the Sheriff has sole discretion in determining
44 whether or not such absence is excusable, whatever the nature of the absence.
45

46 **ARTICLE XIII**

1
2 **VACATIONS**
3

4 **SECTION 1. VACATION CREDITS.**
5

6 (a) Vacation credits will accrue and be available for use on a bi-weekly pay period basis
7 for full-time employees after the first pay period of employment providing they are on a
8 compensable pay status for forty (40) or more hours (five (5) or more working days) each pay
9 period.
10

11 (b) An employee may be granted one (1) day's vacation or a partial day's vacation,
12 work requirements permitting, if approved by the appropriate Division Head. It being further
13 understood that any such changes would not affect other employees whose vacation
14 schedules have been previously approved. Notwithstanding the foregoing in an emergency
15 situation, all vacations are subject to change or cancellation by the Sheriff.
16

17 **SECTION 2. LENGTH OF SERVICE CREDITS**
18

19 Credits for length of service shall be granted to each employee on January 1 of each
20 year in accordance with the following schedule:
21

22 Length of Service	23 Rate Per	24 Rate
	25 Pay Period	26 Per Year
27 From date of employment through	28 3.08 hours	29 80.08 hours
30 completion of two years		
31 From 2nd year anniversary through	32 4.62 hours	33 120.12 hours
34 completion of nine years		
35 From 9th year anniversary through	36 6.16 hours	37 160.16 hours
38 completion of sixteen years		
39 From 16th year anniversary through	40 7.70 hours	41 200.20 hours
42 completion of twenty-five years		
43 From 25 year anniversary through	44 9.23 hours	45 239.98 hours
46 all successive years of service		

At the end of the calendar year, unused Vacation, up to 48 hours, may be sold back to the County and Sheriff's Office.

47 **SECTION 3. PAYMENT OF VACATION CREDITS**
48

49 (a) Employees will become eligible for payment of earned vacation credits after their

1 first anniversary date of employment. Thereafter, an employee may be granted his yearly
2 vacation credits as set forth in Section 2 above at any time during the calendar year in which
3 his successive anniversary dates fall. Thus, such an employee may be permitted to utilize his
4 yearly vacation credits prior to the date (i.e., anniversary date) he has fully earned them.
5 However, it is understood that at the time such employee separates from County service for
6 any reason whatsoever, he shall immediately reimburse the County for any vacation credits
7 paid which have not been earned as of the date of separation.
8

9 (b) Vacation pay shall be the regular straight time rate of pay in effect for the
10 employee's regular position at the time he takes his vacation. The vacation pay shall also
11 include shift differential, if applicable, and line-up time at the appropriate time and one-half
12 rate.
13

14 (c) An employee will be granted his vacation credits in units of no less than one (1)
15 week unless a lesser period of time is mutually agreed to by the Sheriff or appropriate Division
16 Head and the employee.
17

18 (d) If a holiday occurs during an employee's vacation, the holiday shall not be charged
19 against vacation credits. An employee on paid sick leave, jury duty, time on paid vacation or
20 full pay status will be considered as time worked in determining vacation credits.
21

22 (e) An employee who is on layoff or is terminated for just cause will be paid for the
23 vacation credits accumulated by him during the employee's current calendar year and all other
24 vacation credits in the employee's bank, if any.
25

26 (f) A leave of absence without pay or a resignation followed by reinstatement to the
27 same job title in the County Service within one (1) year shall not constitute an interruption of
28 services for the purpose of this provision, provided, however, that the period of leave without
29 pay between resignation and reinstatement, shall not be counted in determining vacation
30 credits per year or rate per month.
31

32 (g) An employee who resigns, retires, or is laid off prior to taking his vacation, shall be
33 compensated for the accumulated vacation credits. The employee's estate will receive
34 compensation for an employee's unused vacation in case of the death of an employee.
35

36 **SECTION 4. VACATION BANK**

37

38 An employee who fails to utilize vacation credits in the year he is eligible to take them,
39 shall be permitted to accumulate up to a maximum of twenty (20) vacation days in a vacation
40 bank.
41

42 **SECTION 5. VACATION PERIOD**

43

44 An employee with the greatest seniority by shift shall be given their choice of vacation
45 periods, subject to the following paragraph:
46

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

5
6 **SECTION 6. VACATION SCHEDULES**
7

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

14
15 **SECTION 7. TRANSFER OF VACATION CREDITS**
16

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

19
20 **ARTICLE XIV**

21
22 **PAID LEAVES**
23

24 **SECTION 1. BEREAVEMENT PAY**
25

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

34
35 **SECTION 2. PERSONAL LEAVE**
36

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

43
44 (b) Personal leave is not cumulative from year to year. Unused personal leave credit
45 shall be added to an employee's accumulated sick leave bank at the end of the employee's
46 anniversary year. This addition does not extend the permissible accumulation of sick leave

1 beyond the maximum of 1800 hours.
2

3 (c) In order for the Sheriff or his designee to arrange for adequate work coverage,
4 applications for personal leave must be filed by an employee on a prescribed form with the
5 Sheriff or his designee at least five (5) working days in advance. In case of emergency, the five
6 or three days of advance notice may be waived by the Sheriff or Undersheriff, or their
7 designee, within their sole discretion. It is understood by and between the parties that the
8 granting of any Personal Leave is dependent upon the manning requirements of the Sheriff's
9 Office. All requests must receive the approval of the Sheriff or his designee and shall not be
10 granted in less than one-half day units.
11

12 (d) In cases of reinstatement into the same position within one year or transfers to
13 another position within the bargaining unit, unused personal leave/credits shall be restored or
14 transferred.
15

16 **SECTION 3. JURY DUTY** 17

18 (a) On proof of the necessity of jury service or attending Court for other than personal
19 matters and upon written proof of such service or attendance in court, employees shall be
20 excused, with pay, from regularly scheduled work as regulated by (b) of this Section.
21

22 (b) Employees shall be excused with pay from any regularly scheduled work hours
23 which fall during actual jury duty service or court attendance. Employees shall also be excused
24 with pay from any regularly scheduled work which falls during the eight (8) hours immediately
25 preceding and/or immediately following actual time service on jury duty.
26

27 (c) Employees required to serve jury duty shall have their schedules changed to
28 Monday through Friday during the time of such jury duty, and, at the conclusion of such jury
29 duty the shift in schedule and assignment shall revert to what it was prior to jury duty.
30

31 **SECTION 4. CIVIL SERVICE EXAMINATIONS** 32

33 When an employee is scheduled to work, he shall be allowed a day off, regardless of
34 shift, with pay to take open competitive and promotional examinations, but only such
35 examinations which would result in employment by the County of Erie. Such examinations are
36 limited to those which are of equal or higher pay grade. The employee shall submit a request
37 for such leave two (2) weeks before the scheduled examination and submit proof that he took
38 said examination.
39

40 **ARTICLE XV**

41 **SICK LEAVE** 42

43 **SECTION 1. SICK LEAVE ALLOWANCE** 44

45 (a) All full time permanent employees in the bargaining unit shall earn sick leave
46

1 immediately upon entering the service of the Employer at the rate of 4.62 hours per pay
2 period..

3
4 (b) Temporary employees and provisional employees without permanent status will not
5 be entitled to sick leave until the completion of six (6) months of continuous service.

6
7 (c) Effective upon ratification, employees will be allowed to accumulate eighteen
8 hundred (1,800) hours of sick leave.

9
10 **SECTION 2. REASON FOR GRANTING SICK LEAVE**

11
12 Sick leave with pay shall be granted by a Division Head to an employee when
13 incapacitated or unable to perform the duties of his position by reason of:

14
15 (a) Sickness or injury that is non-service connected.

16
17 (b) Serious illness in the employee's immediate family, requiring care and attendance of
18 employee. Immediate family shall include parent, spouse, brother, sister, children or
19 grandparents; or other relative who is an actual member of the employee's household.
20 For absences of two (2) consecutive work days or more a certificate or affidavit issued
21 by the attending physician certifying to the necessity for the attendance of the employee
22 shall be filed with the Commissioner of Personnel or his designee and sick leave for this
23 purpose shall be granted only with his approval.

24
25 (c) Quarantine regulations.

26
27 (d) Emergency medical or dental visits.

28
29 **SECTION 3. SICK LEAVE CREDITS**

30
31 A credit for sick leave under this provision shall be allowed at the ceiling rate of 4.62
32 hours per pay period for each month of service as above indicated. Sick leave which is not
33 used shall accumulate. No credit for sick leave under this provision shall be allowed unless the
34 employee shall have been on full pay status at least fifty percent (50%) of the working days of
35 the calendar month.

36
37 **SECTION 4. EXTENDED SICK LEAVE**

38
39 (a) An employee who has completed the years of service indicated below may receive
40 such additional sick leave with pay as may be recommended by the Sheriff and approved by
41 the Commissioner of Personnel, but no such additional sick leave shall be approved by the
42 Personnel Commissioner in excess of:

43
44 Ten (10) years of continuous departmental seniority - Three (3) months
45 Fifteen (15) years of continuous departmental seniority - Five (5) months
46

1 (b) Employees shall be eligible only once for the additional periods of sick leave granted
2 in accordance with the provision. A leave of absence without pay or a resignation followed by
3 reinstatement within one year shall not constitute an interruption of continuous service.
4

5 **SECTION 5. REPORTING TIME**

6

7 (a) In case of absence, the time for reporting absence shall be at least one (1) hour
8 before the start of an employee's assigned shift. In case of failure to report within the stated
9 time limits, unless for reasons satisfactory to the Division Head, the absence shall not be
10 deductible from sick leave and shall be considered as time off without pay.
11

12 (b) A certificate or affidavit, showing incapacity and inability of the employee to perform
13 his duties issued by the attending Physician, shall be filed with the Commissioner of Personnel
14 in case of absence of more than four (4) consecutive work days. The Commissioner of
15 Personnel and/or the Sheriff or his designee may check further on any illness regardless of
16 certificate or affidavit. If an employee fails to submit proof of illness when required to do so, the
17 absence shall not be deductible from sick leave and shall be considered as time off without
18 pay. If the proof submitted is found to be fraudulent and/or false by the Commissioner of
19 Personnel and does not justify the employee's absence, such absence shall not be deducted
20 from sick leave and shall be considered time off without pay. The Union agrees to cooperate in
21 the reduction of any and all abuses of sick leave.
22

23 (c) Employees required to seek medical treatment as a result of an injury while on the
24 job shall be paid up to a maximum of four (4) hours if said medical treatment goes beyond their
25 tour of duty.
26

27 **SECTION 6. SICK LEAVE RECORDS AND REPORTS**

28

29 Administrative Services shall maintain an accurate record of the attendance and sick
30 leave status of each employee within the collective bargaining unit. A record of the sick leave
31 status of all Sheriff's Office employees shall be maintained in the office of the Comptroller.
32 Every leave of absence granted by a Division Head shall be promptly reported to the
33 comptroller. Every payroll before being certified shall bear suitable notations thereon of leaves
34 granted. Medical certificates supporting requests for sick leave shall accompany the original
35 copy of the payroll and shall be filed in the Personnel Office. At the close of each month the
36 Division Head or his designee shall give to any employee upon request a record of his
37 accumulated sick leave credits.
38

39 **SECTION 7. REINSTATEMENT OF SICK LEAVE**

40

41 When an employee is reinstated in the County service within one (1) year following
42 resignation, he shall receive credit for sick leave that had accumulated at the time of the
43 resignation.
44

45 **SECTION 8. MEDICAL OR DENTAL VISITS**

46

1 In the case of emergency or when circumstances require that visitations be made during
2 working hours, the Division Head shall grant time off for medical or dental visits. Such absence
3 to be deducted from accumulated sick leave in units of not less than one (1) hour.
4

5 **SECTION 9. FRAUDULENT CLAIMS**
6

7 Any employee found to have requested paid sick leave or has been paid sick leave as a
8 result of filing a fraudulent or false claim for such sick leave pay shall be subject to disciplinary
9 action.
10

11 **SECTION 10. SICK LEAVE BONUS**
12

13 Effective upon ratification, there will be a three hundred dollar (\$300.00) bonus for
14 anyone who reaches the maximum of eighteen hundred (1,800) hours of accumulated sick
15 leave. Thereafter, an additional bonus of two hundred dollars (\$200.00) will be paid in any
16 subsequent year in which the maximum amount of sick leave is maintained and 40 hours or
17 less sick days are utilized. The sick leave bonus will be payable in the first pay period in
18 November.
19

20
21 **ARTICLE XVI**
22

23 **LEAVE OF ABSENCE WITHOUT PAY**
24

25 **SECTION 1. ELIGIBILITY**
26

27 (a) Only permanent employees shall be eligible for leaves of absence without pay after
28 satisfactory completion of their probation period.
29

30 (b) Temporary and provisional employees without permanent status shall be entitled to
31 military and maternity leave only.
32

33 **SECTION 2. APPLICATION FOR LEAVE WITHOUT PAY**
34

35 Application for leave of absence without pay, for any of the reasons cited in this
36 provision shall be filed by the Employee, on the prescribed forms, with the Sheriff. Such
37 application shall state the reasons for the requested leave and the duration thereof. If
38 approved by the Sheriff, the application shall be submitted to the Commissioner of Personnel.
39 It is understood that if the leave is granted, such employee will be permitted to return to the
40 same class title within the same division.
41

42 **SECTION 3. MATERNITY LEAVE**
43

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

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

5
6 (b) Leaves for legal adoptions shall be covered under the Family Medical Leave Act.
7

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

10
11 (a) A certificate is required from the employee's personal physician specifying:

12
13 (1) The date that the employee is no longer able to carry out all normal assigned
14 duties.

15
16 (2) The expected date of confinement, and

17
18 (3) The date the employees may return to duty shall accompany the request
19 whether it be for sick leave (prescribed County form) or for leave without pay
20 (prescribed County form). In those instances where the duration of certified
21 absence will utilize the employee's sick leave balance, and in addition, a period
22 of leave without pay, all prescribed County forms should be completed at the
23 same time, and the above Physician's certificate used to substantiate both
24 requests.
25

26 **SECTION 5. LEAVE BECAUSE OF EXTENDED ILLNESS**
27

28 When an employee has exhausted all of his sick leave credits, and is still incapacitated
29 and unable to perform the duties of his position, or if the attending Physician has
30 recommended a period of rest and convalescence, the Sheriff may grant leave of absence
31 without pay for a period not to exceed one year, subject to extension pursuant to County Civil
32 Service Rules.
33

34 **SECTION 6. EDUCATION LEAVE FOR VETERANS**
35

36 Education leave for veterans shall be granted pursuant to Section 246 of the Military
37 Law.
38

39 **SECTION 7. LEAVE FOR EDUCATIONAL PURPOSES**
40

41 On the approval of the Sheriff, permanent employees may be granted leave of
42 absence without pay for a period of one year for the purpose of acquiring additional education
43 and training that will increase the usefulness and efficiency of the employee in his position as
44 determined by the Sheriff in his sole discretion.
45

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

1 **SERVICE**

2
3 Leave of absence without pay may be granted by the Sheriff to a permanent employee
4 in competitive class to enable such employee to serve temporarily or provisionally in another
5 position in the classified class.
6

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

9
10 An employee may request leave of absence without pay to accept employment outside
11 the County service.
12

13 **SECTION 10. LEAVES FOR OTHER REASONS**

14
15 Leaves of absence without pay, for reasons other than those cited in this provision, may
16 be granted by the Sheriff only in unusual circumstances, which in his judgment justifies the
17 granting of such leave. If a request for such leave is approved by the Sheriff it will be submitted
18 to the Commissioner of Personnel.
19

20 **SECTION 11. MILITARY LEAVE OF ABSENCE**

21
22 (a) Any County employee who is required to render ordered military or naval duty, shall
23 be granted military leave of absence with no loss of time or pay not to exceed thirty (30)
24 calendar days pursuant to Military Law, Sections 242 and 243.
25

26 (b) Military Leave pursuant to Section 243 of the Military Law, shall be deemed actual
27 service.
28

29 (c) In no case shall an employee utilizing such leave be paid for a regular day off or
30 holiday.
31

32 **SECTION 12. POLITICAL LEAVE**

33
34 Any employee who is elected or appointed to an elective public office or who is
35 appointed to a non-elective public office not to exceed four years, may be granted leave or
36 leaves of absence without pay provided written application is made for such leave specifically
37 outlining the extent of leave requested and the public office elected or appointed to. Leaves of
38 absence to non-elective public office may be only granted for periods of one year, but may be
39 renewed. Employees will not accumulate seniority if elected or appointed to a non-County
40 position.
41

42 **SECTION 13. DENIAL OF LEAVE**

43
44 It is understood that the Sheriff or the Undersheriff has full discretion in granting or
45 denying leaves under this Article.
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ARTICLE XVII

WAGES AND CLASSIFICATIONS

SECTION 1. DEFINITIONS

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

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

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

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

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

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

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

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

SECTION 2. WAGES

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

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

- i. January 1, 2009, 0% increase;
- ii. January 1, 2010, 0% increase;
- iii. January 1, 2011, 0% increase;
- iv. 2.5% for all members employed as of January 1, 2012;

- v. 2.5% for all members employed as of January 1, 2013, plus \$1,000.00 to base after 2.5% increase;
- vi. 2.5% for all members employed as of January 1, 2014;
- vii. 2.5% for all members employed as of January 1, 2015;
- viii. 3% for all members employed as of January 1, 2016.
- ix. Upon ratification, active employees shall receive a signing bonus of \$750.00 for each year he/she was on the active payroll from 2009-2011.

SECTION 3. TRAINEE RATE

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

SECTION 4. PAY PERIOD

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

SECTION 5. SHIFT DIFFERENTIAL

(a) Shift differential shall be as follows:

-Seventy cents (\$.70): 4 p.m. to 12 a.m. shift and 12:00 a.m. to 8:00 a.m. shift

Effective upon ratification

-Eighty-five cents (\$.85): 4 p.m. to 12 a.m. shift and 12:00 a.m. to 8:00 a.m. shift

(b) During overtime situations the payment of shift differential shall be paid at the rate stipulated in (a) above.

SECTION 6. LONGEVITY PAYMENTS

(a) An employee with a total of nine (9) years of continuous service and five (5) years at the maximum of the job group (in grade) will receive one longevity increment, as is current practice.

(b) Upon the completion of another five (5) continuous years of service in the same position, the employee shall receive a second (2nd) longevity increment, as is current practice.

(c) Again, on the completion of another five (5) continuous years of service in the same position, the employee will receive a third (3rd) longevity increment.

(d) Effective upon ratification of this Agreement, on the completion of another five (5) continuous years of service in the same position, the employee will receive a fourth (4th) longevity increment.

1
2 (e) Effective upon ratification of this Agreement, on the completion of another five (5)
3 continuous years of service in the same position, the employee will receive a fifth (5th)
4 longevity increment.

5
6 (f) Effective upon ratification of this Agreement, the time referenced in paragraphs (b),
7 (c), (d) and (e) of this Section shall be reduced to three (3) years except that the first step shall
8 remain at five (5) years. Effective the pay period in which January 1, 2002 falls, an adjustment
9 will be made to reflect the above changes. Upon said adjustment only, those employees who
10 would be eligible for the fifth (5th) longevity increment because of seniority, but do not have
11 three (3) years in the fourth (4th) longevity, will be moved to the fifth (5th) longevity. Thereafter,
12 the current practice will continue in which all employees will be required to serve three (3)
13 consecutive years in the previous longevity before receiving the next longevity increment.

14
15 (g) No employee shall be eligible for more than one (1) longevity increment in the same
16 year.

17
18 (h) Longevity payments will be made to all eligible employees in line with current
19 practice of the County.

20
21 (i) (Formerly paragraph (d), Historical Only, January 1, 1975).

22 23 **SECTION 7. RICH STADIUM DETAIL**

24
25 Deputies assigned to Rich Stadium Detail shall be compensated at one and one half (1
26 & 1/2) times their regular hourly rate for every hour actually worked on said Detail. It is
27 understood that in no event shall time spent on this detail be considered in any way as
28 overtime or be included as hours worked for the purpose of computing overtime eligibility.

29 30 **SECTION 8. LINE UP TIME**

31
32 (a) Employees in the following titles shall be entitled to lineup pay of 15 minutes per
33 shift to be paid at time and one-half:

34 Captain

35 Lieutenant (including Technical Lieutenant)

36 Sergeant (including Technical Sergeant)

37 38 **SECTION 9. BOMB SQUAD, SWAT, URT and AVIATION CAPTAIN**

39
40 Deputies employed by the Sheriff and are assigned to the Bomb Squad, SWAT, URT
41 and AVIATION CAPTAIN must meet special educational and training-requirements above
42 those required for regular Deputy Sheriffs. It is agreed these employees face certain risks not
43 present in the normal functions performed by regular Deputy Sheriffs. In recognition of the
44 above, a yearly payment of \$1,500 (Bomb Squad), \$1,000 (SWAT), \$1,000 (URT), \$1,000
45 (AVIATION CAPTAIN) shall be paid to any Deputy so assigned and such bonus shall be paid
46 on the first pay day in December. Such Deputies must have been assigned to this special

1 detail continuously since January 1st of each calendar year. This special payment does not
2 and shall not qualify this position as a promotion position.
3

4 **SECTION 10. BONUS FOR FIELD TRAINING OFFICES**

5
6 Effective upon the ratification of this Agreement, a bonus often percent (10%) shall be
7 given to the deputy actually providing on the job training to a new recruit or other employee
8 being trained. In order to be eligible for this bonus, the deputy must be designated as the
9 person assigned to this function.
10

11 **SECTION 11. K-9**

12
13 (a) The deputy or deputies that are assigned with handling dogs belonging to and/or
14 utilized by the Erie County Sheriffs Office shall be compensated as follows:
15

16 (1) The Deputy Handler shall be compensated at the rate of twenty dollars
17 (\$20.00) per day for seven (7) days per week.
18

19 (2) The Erie County Sheriffs Office shall continue to be responsible for the food
20 and medical care needed by the animal.
21

22 (b) The bargaining unit shall have exclusivity to the care, handling and control of drug
23 sniffing dogs except as limited herein.
24

25 (c) Teamsters Local 264, representing Deputies Sheriff-Officer shall have exclusivity to
26 the care, handling and control of drug sniffing dogs at the facilities manned by Deputies
27 Sheriff-Officer, which currently consist of the Erie County Holding Center, the Erie County
28 Correctional Facility, the ECMC lockup and the courts.
29

30 (d) The Sheriff maintains the right to make occasional, multiple dog, full facility drug
31 sweeps using non-unit members in accordance with current practice.
32

33 (e) The Sheriff maintains the right to send a Teamsters Local 264 represented Deputy
34 Sheriff-Officer to perform such drug detection duties exclusive to the bargaining unit if the
35 bargaining unit represented dog-handler or dog is temporarily unavailable or on the occasional
36 basis when multiple dogs are needed.
37

38 (f) The Sheriff maintains the right to send a member of the bargaining unit to perform
39 such drug detection duties exclusive to the Teamsters Local 264 if the Teamsters Local 264
40 represented dog-handler or dog is temporarily unavailable or on the occasional basis when
41 multiple dogs are needed.
42

43 (g) If the dog handled by either the member of the bargaining unit or the Teamsters
44 Local 264 shall no longer be serviceable, and the Sheriff determines the services performed by
45 such deputy and drug sniffing dog shall be continued, the Sheriff shall replace the same.
46

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

5
6 (i) Should such solicitations from outside departments or agencies include both dogs,
7 both the member of the bargaining unit and Teamsters Local 264 Officer, with their respective
8 dogs, shall be permitted to perform such work.

9
10 (j) This provision does not limit the rights of the parties related to the reserves, as set
11 forth herein at Article XXIV, Section 15, interpreted by the Decision of Arbitrator Fred Denson,
12 December 14, 2000.

13
14 **SECTION 12. AVIATION CAPTAIN**

- 15
16 1. The ECSO and County shall seek legislative approval for the creation of the title
17 Captain – Aviation, Part Time.
- 18 2. Upon legislative approval of the title of Captain – Aviation, Part Time, the
19 individual holding said title may be utilized to pilot ECSO Air – 1 only upon the
20 first refusal of Litzinger and/or Litzinger’s unavailability.
- 21 3. Upon legislative approval of the title Captain – Aviation, Part Time, said title shall
22 be included in the Schedule of Titles recognized as member of the PBA,
23 including the requirement for the title pay dues to the PBA on a pro rata basis.
- 24 4. The term of this Agreement shall be from February 1, 2014 through including
25 January 31, 2015 or until such time as Young is trained and FAA certified so as
26 to pilot ECSO Air -1, whichever is sooner. The term of this Agreement may be
27 extended upon the mutual agreement of the parties and duly executed in writing.
- 28 5. This Agreement shall apply only so long as Capt. Caffery is appointed to and
29 holds the position of Captain – Aviation, Part Time.
- 30 6. Either of the parties may terminate this Agreement by doing so in writing with
31 sixty (60) days notice thereof to either party.
- 32 7. This Agreement is made without precedent and/or prejudice to respective
33 positions of the parties and shall not be admissible in any forum.

34 This Agreement does not modify the Collective Bargaining Agreement.

35
36
37 **ARTICLE XVIII**

38 **ON - DUTY INJURY**

1 **SECTION 1. 207-c PROCEDURES**

2
3 (a) Time Limits

4
5 Any deputy seeking to receive benefits pursuant to Section 207-c of the General
6 Municipal Law must file a written request with the Sheriff or his designee within ten (10)
7 working days after the event which it is claimed allow for these benefits or if at the same time a
8 Workers Compensation claim is filed. The employer will provide a form on which this can be
9 done.

10
11 (b) Documentation

12
13 All claims submitted must be accompanied by a written report outlining the facts of the
14 situation giving rise to the claim. Also, medical documentation showing that the injury exists
15 and that it is the result of the incident alleged must be included. The employee has the right to
16 see his or her own physician.

17
18 (c) Response

19
20 The Sheriff or his designee shall have ten (10) working days to act on the written
21 request. Action shall be one of the following:

- 22
23 (1) The request is granted
24 (2) The request is denied
25 (3) The deputy is directed to be seen by a physician chosen by the employer at a time
26 and place also chosen by the employer.
27 (4) The deputy is directed to provide additional information and/or documentation within
28 a set time period.

29
30 All parties understand the benefits of acting in an expeditious manner.

31
32 (d) Status While Request Pending:

33
34 During the period of time when a request for benefits pursuant to Section 207-c of the
35 General Municipal Law is pending, a deputy shall be allowed to utilize any accumulated time to
36 continue on the payroll. If the request is ultimately granted the time used shall be restored.

37
38 (e) Denials:

39
40 If a deputy's request is denied, he or she shall have the right to challenge the denial
41 before a hearing officer designated by the Sheriff. This same procedure shall also be utilized
42 to solve disputes over any other issues which might arise in the administration of Section 207-c
43 claims. Any appeals to these determinations shall be pursuant to the provisions set forth in
44 Article 78 of the Civil Procedure Law and Rules.

45
46 **SECTION 2. WORKMEN'S COMPENSATION**

1
2 Employees not covered under provisions of Section 207-c of the General Municipal Law
3 who are unable to perform duties of their employment because of injuries received in the
4 service of the Employer and who are entitled to receive Workmen's Compensation benefits
5 shall receive in addition to lump sum payments, their ordinary pay to be charged against
6 accumulated sick leave credits or accrued vacation time, or compensatory time in that order, at
7 the option of the employee, when available and shall receive the ordinary benefits as provided
8 by law.
9

10 When their compensation case is finally adjudicated in favor of the employee by the
11 Workmen's Compensation Board, 2/3rds of the accrued sick leave credits used during the
12 period of disability shall be reinstated.
13

14 **ARTICLE XIX**

15 **HEALTH INSURANCE**

16 **SECTION 1. HEALTH INSURANCE PLANS**

17
18
19 The following plans shall be provided as so stated by the Employers:

- 20 (a) ECS PBA Value Plan POS 204 shall be the base plan.
- 21 (b) Employees to pay 15% of plan through bi-weekly deduction, annual contributions
22 capped at \$4,000.00.
- 23 (c) Employees who chose either Enhanced or Core Plan must pay the difference between
24 ECS PBA Value Plan POS 204 and the Enhanced Plan or Core Plan plus the 15% of
25 the ECS PBA Value Plan POS 204.
- 26 (d) Upon retirement pre-65 retirees shall contribute 15% of plan annual contributions
27 capped at \$6,000.00.
- 28 (e) Upon retirement pre-65 retirees who chose either Enhanced or Core Plan must pay the
29 difference between ECS PBA Value Plan POS 204 and the Enhanced Plan or Core
30 Plan plus the 15% of the ECS PBA Value Plan POS 204.
- 31 (f) Upon retirement post 65 retirees shall contribute 15% of the LMHF Medicare Advantage
32 Plan with annual contributions capped at \$4,000.00, plus the cost of Medicare Part B
33 only.
34

35
36 A copy of the Health Insurance Plans are attached hereto in the Health Insurance
37 Appendix.
38

39 **SECTION 2. PRESCRIPTION COVERAGE**

40
41 The Employer shall provide prescription coverage for employees and pre -65 employees
42 who retire under this agreement as set forth in the Health Insurance Plans attached in the
43 Health Insurance Appendix.
44

45 **SECTION 3. DENTAL COVERAGE**

46

1 (a) The Employer shall provide the GHI Preferred Dental Plan with 100%
2 orthodonture and 100% prosthetic coverage for each employee covered under this
3 contract in accordance with the type of coverage (single or family) desired by the
4 employee. The employer shall pay the full cost of single coverage and 90% of the cost
5 of family coverage. Any premium cost in this section shall be paid by the employee on
6 a bi-weekly payroll deduction. A copy of the GHI Emblem Health Preferred Dental Plan
7 is attached hereto in the Dental Insurance Appendix.
8

9 **SECTION 4. PAYMENT IN LIEU OF HEALTH INSURANCE**

10
11 (a) The amount payable to employees who waive health insurance coverage is
12 increased as follows:

13
14 Family - \$300 per month
15 Single - \$150 per month
16

17 (b) The cash payment for waiving medical/dental insurance shall not be paid to any
18 employee where the waiver results from multiple family County plans.
19

20 (c) Employees who desire to withdraw from any health insurance coverage shall be
21 permitted to do so upon signing a waiver. Upon the effective date of such withdrawal, the
22 employee shall receive each month in lieu of coverage, a payment as described in Section 4(a)
23 for each calendar month. Such payment shall be split between the first and last paycheck of
24 each calendar month.
25

26 (d) The Employer and the Union shall agree upon a waiver form which shall include a
27 clear acceptance of the responsibility of such a withdrawal by the employee and shall also
28 include a release of liability for both the Employer and the Union from any claims arising from
29 such withdrawal.
30

31 (e) In addition any employee who withdraws from one of the Employer health insurance
32 plans in accordance with this Section shall be allowed to return to one of those plans during
33 any subsequent open period or qualifying event.
34

35 **SECTION 5. DISABILITY**

36
37 In the event an employee is disabled from work by accident or illness, the Employer
38 agrees to continue his insurance coverage for the length of his accumulated sick leave, plus
39 ninety (90) days thereafter with the employee paying their premium share.
40

41 **SECTION 6. RETIREMENT**

42
43 (a) Effective January 1, 1995 Employees who retire with 10 years or more of county
44 service shall be eligible for the following:

45 i. Employees who have a minimum of eight hundred (800) hours of
46 accumulated sick leave on their record on the day of retirement shall have

1 the premium for the retirees health insurance paid at 100% for eight
2 hundred (800) hours or two thousand dollars (\$2,000.00) in cash.

3 ii. Employees who have a minimum of twelve hundred (1,200) hours of
4 accumulated sick leave on their record on the day of retirement shall have
5 the premium for the retirees health insurance paid at 100% for twelve
6 hundred (1,200) hours or three thousand dollars (\$3,000.00) cash.

7 iii. Employees who have a minimum of eighteen hundred (1,800) hours of
8 accumulated sick leave on their record on the date of retirement shall
9 have the premium for retirees health insurance paid at 100% for eighteen
10 hundred (1,800) hours or five thousand dollars (\$5,000.00) cash.

11 iv. The following shall constitute the amount of the County's contribution to
12 retiree's health insurance for any employee who retires prior to 1/1/2003:

13
14 20 years (10 in County service) \$20.00/month in addition to 50%

15 25 years (15 in County service) \$30.00/month in addition to 50%

16 30 years (20 in County service) \$40.00/month in addition to 50%

17
18
19
20 (b) Employees who retired between 1/1/2003 and 12/31/2010:

21
22 (i) Pre-65 Retirees: The employer shall pay one hundred percent (100%) of the
23 monthly premium single rate for the Core Plan for eligible employees who retire from County
24 until age 65. The employer shall pay one hundred percent (100%) of the monthly premium
25 family rate for the Core Plan for families of eligible employees who retire from County service
26 until age 65, upon written proof of family status. In addition, a pre-65 retiree may choose the
27 pre-65 Option D plan. Pre-65 employees who choose Option D shall pay the difference in the
28 cost between the Core Plan and the pre-65 Option D premium.

29
30 (ii) Post-65 Retirees: Employees who retire under this agreement, and their
31 eligible spouses shall be required to select the designated Medicare Wraparound product that
32 includes prescription drug coverage and basic out-of-network benefits, at age 65 or when first
33 eligible. Any employee who retires under this agreement, and his or her eligible spouse who is
34 under age 65, will be provided with a single Core Plan for the non-age 65 member. A post-65
35 retiree, and his or her eligible spouse aged 65, may chose from Option A, B, or C as
36 referenced on the attached matrix. Both members must select the same option, and the
37 employer will pay one hundred percent (100%) of the monthly premium for the single or double
38 rate for Options A, B, or C. In addition, a post-65 retiree who chooses Option D shall pay the
39 difference in the cost between the highest premium of Option A, B, or C, and the Option D
40 premium. Health care coverage will be provided for the lifetime of the retiree. The County
41 shall provide one hundred percent (100%) of the Core Plan monthly premium for single,
42 double, or family coverage. Family coverage will be provided upon written documentation. All
43 other employer contributions shall be eliminated.

44
45 (c) Effective January 1, 2008, employees who retire into one of the New York State
46 Retirement plans then available, with fifteen (15) or more years of County service,

1 shall be eligible for the preceding health insurance benefits in retirement

2
3 (d) Employees who retire after 1/1/2011:

4
5 Any unit employee who retires effective 1/1/11 and thereafter, shall be subject to the
6 15% health insurance contribution for retiree health insurance coverage.
7

8 **SECTION 7. WORKER'S COMPENSATION**

9
10 Notwithstanding the other provisions of this article, the Employer agrees to continue the
11 health insurance coverage of an employee, with the employee paying his/her premium share,
12 for the amount of his accumulated sick leave, which he may wish to use, plus ninety (90) days
13 thereafter if the employee is unable to report to work period by reason of any accident, injury,
14 illness or disease which is found to be compensable by the Workers' Compensation Board. If
15 the employee does not wish to use all or any of his sick leave or if he does not have any sick
16 leave available for use, the ninety (90) day period shall commence immediately upon the
17 employee reporting his inability to report to work.
18

19 **SECTION 8. DEATH**

20
21 Should a permanent employee, for whom the Employer is providing family health
22 insurance coverage dies, the employee's health insurance shall be continued for the
23 employee's survivors during the month the death occurs and for two calendar months
24 thereafter.
25

26 **ARTICLE XX**

27 **RETIREMENT PLAN AND DEATH BENEFITS**

28
29
30 (a) All eligible Sheriffs Office employees will be covered in the non-contributory and/or
31 contributory pension plan by which they are currently covered.
32

33 (b) In addition to the death benefits set forth in the New York State Retirement and
34 Social Security law, all employees shall be provided coverage under the New York State
35 Retirement Plan's guaranteed Minimum Death Benefit Section 360-B, that provides in case of
36 death three (3) times the annual salary to a maximum of \$20,000 and will be permitted to credit
37 unused sick leave to accumulated service on retirement up to a maximum of 165 days in
38 accordance with provisions of 341 (j) Plan.
39

40 (c) The Parties agree, during the life of this Agreement, it may be reopened to discuss
41 the Employers' adoption of the enhanced disability retirement benefits available under Article
42 14-b of the Retirement and Social Security Law.
43

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

1 Sheriff's service.
2

3 **ARTICLE XXI**

4 **GRIEVANCES AND JUDICIAL REVIEW**

5
6
7 **SECTION 1. GENERAL**

8
9 (a) It is the intent of this Article to promote and provide a mutually satisfactory procedure
10 for the settlement of grievances of employees arising out of the meaning, application or
11 interpretation of the terms of this Agreement.
12

13 (b) No provision in this Agreement shall be interpreted to require the Union to represent
14 an employee in any stage of the grievance procedure if the Union considers the grievance to
15 be without merit or in contradiction to any law or regulation.
16

17 **SECTION 2. DEFINITIONS**

18
19 These definitions shall apply to this section only.
20

21 (a) "Employee" shall mean any person employed by the Sheriff of Erie County and
22 described in the bargaining unit in Schedule "A" of this Agreement.
23

24 (b) "Grievance" shall mean "any disputed matter" pertaining to conditions of
25 employment, violation or misinterpretation of this Agreement.
26

27 (c) "Division" shall mean any division of the Sheriffs Office of Erie County having
28 employees within the bargaining as described in Schedule A.
29

30 (d) "Immediate Supervisor" shall mean the employee or officer of the next higher level of
31 authority who normally assigns and supervises the employee's work and approves his time
32 record or evaluates his work performances. The Sheriff may designate by name the immediate
33 supervisor in a particular Division if he chooses.
34

35 (e) "Day" refers to calendar days and not workdays.
36

37 (f) "Work Day" shall mean all days other than Saturdays, Sundays, and legal holidays.
38

39 (g) "Division Head" shall mean the person so designated by the Sheriff as the head of
40 the division as previously defined in subdivision (c) above.
41

42 **SECTION 3. MATTER RELEVANT TO GRIEVANCE PROCEDURES**

43
44 (a) The time limits set forth in this Article are of the essence. They may, however, be
45 extended by mutual written agreement of the parties. The failure of the Union to proceed within
46 the time limit set forth shall terminate the grievance at that step. The failure of the Employer to

1 answer within the time limit set forth will entitle the Union to proceed to the next step of the
2 grievance procedure.

3
4 (b) Any step of the grievance procedure may be by-passed by mutual agreement, in
5 writing.

6
7 (c) In the case of a group policy, or organization type grievance, the grievance may be
8 submitted directly to the Division Head.

9
10 **SECTION 4. UNION STEWARDS**

11
12 Employees selected by the Union to act as Union Representatives shall be known as
13 “Stewards.” The names of employees selected as stewards and the names of other Union
14 Officers and Representatives who may represent employees shall be certified in writing to the
15 Employer by the Union.

16
17 **SECTION 5. PROCESSING GRIEVANCE DURING WORKING HOURS**

18
19 The Union Stewards as mentioned in Section 4 above and authorized Union Officers
20 may, for reasonable periods of time, investigate and process grievances during their regular
21 working hours without loss of pay. Such employees must request permission from their
22 Division Head prior to leaving their job assignment. If the Division Head is unavailable,
23 permission may be granted by the person next highest in command. Permission to leave job
24 assignments for the above reasons and purposes shall not be unreasonably withheld.

25
26 **SECTION 6. LABOR MANAGEMENT COMMITTEE**

27
28 Conferences between representatives of the Co-employers and at least three (3)
29 representatives of the Union on important matters that may include the discussion of
30 procedures for avoiding future grievances and other methods of improving the relationship
31 between the parties, may be held upon request of either party. Arrangements for such
32 meetings shall be made in advance, and shall be held at reasonable hours as mutually agreed
33 upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or
34 pay should such meetings fall within their regular work hours.

35
36 **SECTION 7. RIGHTS OF THE PARTIES**

37
38 Any party shall have access upon request to any written statements or records that
39 shall be presented as evidence by the other party at any hearing provided by this Agreement in
40 advance of said hearing. In the event sufficient time does not exist for any party to review such
41 evidence, the hearing shall be adjourned to a later date at the request of either party.

42
43 **SECTION 8. GRIEVANCE PROCEDURE**

44
45 (a) The grievance procedure shall be:
46

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

14
15 **Step 2.** Only in the event the grievance has not been satisfactorily resolved in Step 1,
16 an appeal may be taken by the Union within ten (10) calendar days of the mailing of the Step 1
17 decision. The Union may appeal the decision to the county Labor Relations Director. The
18 County Labor Relations Director or his designee and the Sheriff or his designee shall meet
19 with the Union within ten (10) calendar days of the mailing of such appeal. A formal hearing will
20 be held and a written decision will be issued within ten (10) calendar days from the date of the
21 hearing.

22
23 **Step 3.** (a) Only in the event the grievance has not been satisfactorily resolved at Step
24 2, a request for arbitration may be brought only by the Union, through the President or his
25 designee, within ten (10) calendar days from the date the Union received the Step 2 decision.
26 Notice of appeal to arbitration shall be served by registered or certified mail to the Director of
27 Labor Relations for the County of Erie, with copies to the Sheriff and the County Attorney.

28
29 (b) Arbitration proceedings for grievances shall be conducted by an arbitrator mutually
30 selected through the strike out procedure by the PBA and the Sheriff and County from a panel
31 of arbitrators supplied by the New York State Public Employment Relations Board (“PERB”)
32 pursuant to § 207.7 of the PERB Rules of Procedure.

33
34 (c) Either party may modify or eliminate this procedure by ten (10) days written notice to
35 the other party. However, this agreement will continue in full force and effect until it is replaced
36 by another procedure agreed to by the parties and reduced to writing.

37
38 (d) The Arbitrator shall hold a hearing as soon as it is practical at a time and place
39 convenient to the parties. The Arbitrator shall have no power to add to, subtract from or modify
40 the provisions of this agreement on arriving at a decision of the issue presented. The decision
41 or award of the Arbitrator shall be final and binding on both parties. All fees and expenses of
42 the Arbitrator shall be divided equally between the parties except that each party shall bear the
43 cost of preparing and presenting its own case. Either party wishing a transcript at an arbitration
44 bearing may provide for one at its expense and shall provide a copy to the Arbitrator and the
45 other party.

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

5
6 Step #1 - Union President or his designee and the Grievant.

7
8 Step #2 - Union President or his designee and Chief Steward.

9
10 Step #3 - Union President or his designee, Chief Steward, Chairman of the
11 Grievance Committee, and the Grievant.

12 **ARTICLE XXII**

13 **DISCIPLINE AND DISCHARGE**

14 **SECTION 1. INVESTIGATIONS AND/OR INTERROGATIONS**

15
16
17 (a) Every effort shall be made to conduct interrogations during an employee's hours
18 of work or at a time in reasonable proximity to the beginning or end of an employee's shift.

19
20 (b) An employee who remains on duty for the purpose of attending an interrogation
21 shall be compensated at the rate of time and one-half for all hours spent.

22
23 (c) The President and/or Steward shall be advised that an employee is to be
24 questioned regarding an employment matter. The employee shall be given an opportunity
25 to meet with the President and/or Steward prior to the interrogation and, if the employee chooses,
26 the President and/or Steward shall be in attendance during all questioning. It is expressly
27 understood, however, that the President and/or Steward shall be in attendance as an observer
28 only. The employee may request and shall be granted one five (5) minute recess during the
29 interrogation, and at that time may, if he so requests meet in private with the President and/or
30 Steward.

31
32 (d) If a written record of the interrogation is prepared, a copy shall be provided to the
33 individual.

34
35 (e) At the conclusion of the interrogation, the employee shall have the right to make
36 an oral or written presentation for the record.

37
38 (d) This section shall not apply to those investigations which could lead to criminal
39 charges being brought against an employee.

40 **SECTION 2. DISCIPLINE**

41
42 (a) The only procedure for taking disciplinary action against any employee, that is
43 covered by this Agreement, shall be set forth in the following sections.
44
45
46

1
2 (b) Discipline shall be imposed only for just cause. Where the Sheriff or his designee
3 imposes a loss of leave credits, written reprimand, fine, suspension without pay or dismissal
4 from service, a notice of such discipline shall be made in writing and served personally or by
5 registered or certified mail, upon the employee. Such notice shall contain the reasons for such
6 discipline and the penalty imposed. Letters of counsel are not considered discipline, but
7 copies should be sent to the Union.
8

9 (c) The notice of discipline may be the subject of a disciplinary grievance which shall be
10 served upon the Sheriff or his designee in person or by registered mail within ten (10) calendar
11 days of the date of the notice of discipline to the employee or the Union. The employee and
12 the Union shall be entitled to a meeting to present their position to the Sheriff or his designee
13 and the County Labor Relations Director or his designee within ten (10) calendar days of the
14 receipt of the disciplinary grievance, and a written decision shall be issued within ten (10)
15 calendar days of the hearing.
16

17 (d) In the event the disciplinary grievance has not been satisfactorily resolved at the
18 previous step, a request for Arbitration may be brought only by the Union, through the
19 President or his designee within ten (10) calendar days from the date the Union receives the
20 decision of the previous step (c).
21

22 (e) Notice of appeal to arbitration shall be served as required under Article XXII, Section
23 8, Step 3 of this Agreement.
24

25 (f) A disciplinary Arbitrator shall confine himself to determination of guilt or innocence
26 and the appropriateness of proposed penalties. Disciplinary Arbitrators shall neither add to,
27 subtract from nor modify the provisions of this Agreement. The decision or award of the
28 Arbitrator shall be final and binding on both parties.
29

30 (g) An employee shall not be disciplined for acts which occurred more than two (2)
31 years prior to the imposition of the discipline. This section shall not apply to actions which
32 result in criminal charges.
33

34 (h) Change of shift, work schedule, job transfer or work reassignment shall not be made
35 for the purpose of imposing discipline, unless with the consent of the employee and so long as
36 no one serving in a bid assignment is displaced thereby. Nothing in this paragraph shall bar
37 any other action taken pursuant to this Article. This is not intended to limit management's
38 rights.
39

40 (i) Representation: The Employer shall recognize the following grievance representative
41 at each step of the procedure herein and shall release such representatives from normal duties
42 to process grievances providing that such absence from work will not interfere with proper
43 conduct of governmental function: Union President, Steward, Chairman of the Grievance
44 Committee and the Grievant.
45

46 (j) All fees and expenses of the Arbitration, if any, shall be divided equally between the

1 Employer and the Union or the employee if not represented by the Union. Each party shall
2 bear the costs of preparing and presenting its own case. Either party wishing a transcript at the
3 Arbitration hearing may provide for one at its expense and shall provide a copy to the Arbitrator
4 and the other party.
5

6 (k) In cases involving infractions alleging criminal conduct, there shall be no limitations
7 in the amount of suspension without pay prior to the case being litigated under the grievance
8 procedure. In cases not involving allegations of criminal conduct, the amount of suspension
9 without pay prior to the case being litigated under the grievance procedure shall be a
10 maximum of thirty (30) days. Delays caused by the suspended employee may extend the
11 suspension period without pay.
12

13 **ARTICLE XXIII**

14 **UNION LEAVE**

15 **SECTION 1. PAID UNION LEAVE**

16
17
18
19
20 Members of the Union who are elected or designated to attend any Convention,
21 Seminars, Educational Forums and/or official meeting of the Police Conference of New York,
22 Inc. or any committee thereof, shall be permitted to attend such functions and be granted the
23 necessary time off work permitting without loss of either time or pay provided that the total said
24 time is not in excess of twenty-four (24) work days for the Union President and thirty (30) work
25 days for all other union leave in any calendar year. Requests for such leave shall be made by
26 the Union in writing, including the date, time, location and purpose of the requested leave, to
27 the Sheriff or his designee no less than five (5) calendar days prior to the date that the
28 particular function is scheduled. Approval of such requests for union leave shall not be
29 unreasonably withheld.
30

31 **SECTION 2. CONTRACT NEGOTIATIONS**

32
33 The employer shall give time off with no loss of pay for four (4) members of the Union
34 contract negotiating team to participate in contract negotiations.
35

36 **SECTION 3. UNPAID UNION LEAVE**

37
38 An employee may request leave without pay if elected by the Union to do work which
39 takes him from his employment with the Erie County Sheriff. The number of employees on
40 Union Leave will not exceed 3 employees at any one time.
41

42 **ARTICLE XXIV**

43 **GENERAL PROVISIONS**

44 **SECTION 1. PLEDGE AGAINST DISCRIMINATION AND COERCION**

45
46

1
2 (a) All references to employees in this agreement designate both sexes, and wherever
3 the male gender is used it shall be construed to include male and female employees.
4

5 (b) The Employer agrees not to interfere with the rights of employees to become
6 members of the Union, and there shall be no discrimination, interference, restraint, or coercion
7 by the Employer or any Employer representative against any employee because of Union
8 membership or because of any employee activity in an official capacity on behalf of the Union.
9

10
11
12 **SECTION 2. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES**
13

14 The Employer agrees that during regular working hours and for reasonable periods of
15 time on the Employer's premises and without loss of pay, four (4) members of the Union's
16 Executive Board, whose names shall be submitted to the Sheriff in writing by the Union, shall
17 be allowed to engage in the following activities when necessary after having obtained
18 permission from the appropriate Supervisor:
19

- 20 (1) Post Union Notices
21 (2) Distribute Union Literature
22 (3) Transmit Communications to the Employer or its designee
23 (4) Consult with the Employer or its designees and with each other concerning the
24 enforcement of any provisions of this Agreement
25

26 **SECTION 3. UNIFORM ALLOWANCE**
27

28 (a) All employees covered under this agreement shall receive an annual uniform
29 allowance of \$1,500.00 and payable in the first full pay period after January 1 of each year.
30

31 (b) Ballistic Vests. Every five (5) years or in the event of damage, the Sheriff shall
32 replace without cost to the employee a ballistic (bullet proof) vest.
33

34 **SECTION 4. TEMPORARY EMPLOYEES**
35

36 (a) Any employee who is hired on a temporary basis and who is subsequently
37 transferred to permanent status shall be credited with seniority for the purpose of all benefits of
38 this Agreement from his original date of hire as a temporary employee.
39

40 (b) Temporary employees shall receive the entrance level grade of pay in the
41 classification involved.
42

43 **SECTION 5. CAR ALLOWANCE**
44

45 Civil Deputies shall receive a mileage allowance paid in accordance with the regulations
46 of the Civil Practice Law and Rules, Section 8012 (the federal Internal Revenue Service

1 mileage rate). The county's policy on mileage reimbursement will be maintained in all other
2 cases.

3
4 **SECTION 6. PRINTING OF CONTRACT**

5
6 The Union agrees that it will bear the cost of the printing of the copies of the Contract
7 needed for the transaction of its business. Should the Employer wish to purchase copies of the
8 Agreement from the Union it will pay the per copy cost incurred by the Union.

9
10 **SECTION 7. POLYGRAPH TEST**

11
12 The Employer may not require any employee to take a polygraph test against their will.

13
14 **SECTION 8. LEGAL COUNSEL**

15
16 The Employer will provide counsel for the defense of any employee against whom a
17 civil complaint (only) is filed or sued for alleged false arrest or abuse of power in the line of
18 duty at no charge to the employee, it being understood that any employee who is charged with
19 a criminal offense must employ his own Counsel as he so desires in such criminal action.

20
21 **SECTION 9. PERSONNEL RECORDS**

22
23 (a) An employee shall, within five (5) working days of a written request to the Sheriff,
24 have opportunity to review his official personnel folder in the presence of a Union
25 Representative (if requested by the employee) and an appropriate official of the Sheriffs Office.
26 He shall be allowed to place in such file a response of reasonable length to anything contained
27 therein which such employee deems to be adverse.

28
29 (b) The official personnel history folder shall contain all memoranda or documents
30 relating to such employee which contain criticism, commendation, appraisal or rating of such
31 employee's performance on his job. Copies of such memoranda or documents shall be sent to
32 such employee simultaneously with their being placed in his official personnel folder. Copies of
33 entries in personnel file shall be provided, free of charge, once during the employment period.
34 All additional copies shall be at the employees expense.

35
36 (c) Any material in the official personnel history folder of an adverse nature over
37 eighteen months (18) old shall not be referred to in disciplinary proceedings.

38
39 **SECTION 10. COMMAND ASSIGNMENT PROCEDURE**

40
41 (a) Any employee who is assigned or promoted to command positions and/or titles shall
42 immediately, upon assignment or promotion, be informed of the duties and responsibilities of
43 the command assignment by the proper authority. It shall be the obligation of any person
44 performing the duties and responsibilities of command for a period of at least sixty (60) days to
45 know his duties and responsibilities.

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

5
6
7
8 (c)

	TIME IN GRADE	TIME IN SERVICE
9 OVERTIME	X	
10 (preference)		
11		
12 VACATION	X	
13 (preference)		
14		
15 LAYOFF	(Subject to civil service law)	
16		
17 ASSIGNMENT	X	
18 (shift)		
19		
20 RETRENCHMENT	(Subject to civil service law)	
21		
22		

23 Note: 1) Provisional status time may be in aggregate.
24 2) Section 80 & 81 New York State Civil Service Law applies.
25

26 (d) When using the term “time in grade” it shall be defined as the length of service from
27 the date of contingent permanent appointment. If the contingent permanent date is the same,
28 the tie breaker shall be test scores; if the test scores are the same; the time breaker shall be
29 social security numbers pursuant to Article X Section 6(b). The parties have agreed that when
30 the contingent permanent appointment date is the same, departmental seniority among the
31 affected employees shall determine who shall have the next permanent appointment.
32

33 SECTION 11. SAFETY STANDARDS

34
35 (a) No employee of the Sheriffs Office shall be required to use unsafe equipment.
36

37 (b) The Employer and the Union agree to establish a committee to set “reasonable
38 guidelines” and establish policy and procedures for the handling of contagious diseases, safety
39 and health issues.
40

41 SECTION 12. BADGES

42
43 Upon retirement, an employee covered under this Agreement who has fifteen (15)
44 years of service will be allowed his or her badge on the date of retirement.
45

46 SECTION 13. EMERGENCY CLOSINGS

1
2 All members of the collective bargaining unit are considered essential employees and
3 must report for duty as scheduled in the event of any emergency closings, unless granted
4 some type of prior approved leave by a supervisor authorized to grant such leave.
5

6 **SECTION 14. TRAVEL PAY FOR TRAINING** 7

8 Members required to travel within Erie County for purposes of attending training
9 sessions will not be reimbursed for their travel time. Members traveling out of Erie County for
10 the purpose of attending training sessions will be paid for their travel time at straight time in
11 compensatory time off.
12

13 **SECTION 15. RESERVES** 14

15 (a) There does exist, from time to time, a need to utilize Reserve personnel premised
16 on the specialized service they can provide in augmenting regular personnel in particular
17 Mounted Reserves, Marine Reserves and K-9 Reserve Units. However, an honest good faith
18 effort must be made by the Sheriff to properly staff regular units so as not to artificially create a
19 need for the service of Reserve Employees.
20

21 (b) The use of Reserve Employees shall be limited to the instances where
22 extraordinary demands are placed upon the Sheriff to provide law enforcement personnel for a
23 special event, natural disaster, civil disorder or the like, or on a "limited" basis to meet a
24 seasonal demand for personnel. Whenever Reserve personnel are utilized, it will not be until
25 regular full-time employees working on the respective shift have been canvassed for overtime,
26 and at no time will regular full-time personnel be denied overtime work while at the same time
27 Reserve personnel are called to active duty.
28

29 (c) Reserve employees shall wear upon their uniforms a patch indicating their particular
30 "Reserve Division." The patch shall be conspicuously placed underneath the departmental
31 patch and be the same color as the departmental patch.
32

33 (d) Reserve employees shall never wear a star badge, and their personal identification
34 cards shall indicate Reserve employee.
35

36 (e) Reserve employees placed on active duty shall wear the Deputy Sheriff uniform with
37 no rank insignia displayed.
38

39 (f) Reserve employees' apparel, ball caps, letterhead and the like, required to be
40 purchased by the Sheriff, shall be conspicuously marked as belonging to or representing a
41 Reserve employee or Unit.
42

43 (g) Reserve employees may not purchase or use any business card which makes
44 reference to being an employee of the Erie County Sheriffs Office.
45

46 (h) A Reserve employee representing the Erie County Sheriffs Office at any speaking

1 engagement, conference, seminar, school or the like shall properly identify themselves as a
2 Reserve employee.

3
4 (i) The following per diem positions in the Sheriffs Office are exempt from this
5 Agreement:

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

6
7
8
9
10
11
12
13
14 (j) This section shall not limit the Union's right to bring a grievance over the
15 utilization of Reserve Employees in lieu of regular full-time employees.

16
17 (k) The Parties agree, during the life of this Agreement, it may be reopened to
18 discuss this Section.

19
20 **SECTION 16. VEHICLES**

21
22 The assignment and/or removal of vehicles rests within the sole discretion of the
23 Sheriff or his designee. Said vehicles shall be properly marked, have at least the
24 following equipment in working order: emergency lights, siren, spot light, radios, air
25 conditioning and heat.

26
27 **SECTION 17. MOUNTED RESERVES**

28
29 The Sheriff will not utilize Mounted Reserves to perform patrol duties but may perform
30 other assignments limited to Stadium Detail, Convention Center events, at municipal parks in
31 the Erie County Parks System, including Riverwalk, and parades for appearances but not
32 patrol or crowd control. Other special events subject to prior mutual agreement. Any Mounted
33 Reserve members shall immediately notify ECS Sheriffs Deputies (Road Patrol) in the event of
34 any incidents requiring law enforcement.

35
36 **SECTION 18. SNOWMOBILE/ATV UNIT**

37
38 (a) The Sheriff shall staff the Snowmobile/ATV Unit with no less than two (2) PBA
39 members ("minimum staffing requirements") who will be assigned to the Sheriffs
40 Snowmobile/ATV Unit ("PBA Snowmobile/ATV Unit Members") for the Snowmobile Season
41 ("Season"), which generally starts December 15th and runs through March 15th.

42
43 (b) During the Season, except in declared emergencies or unusual staffing demands
44 (e.g. stadium details) and when snowmobiles are operational and conditions allow, the Sheriff
45 shall maintain two snowmobiles for daily snowmobile patrol.

1 (c) PBA Snowmobile/ATV Unit Members will be canvassed according to the Collective
2 Bargaining Agreement (“CBA”) and have a right of first refusal for any overtime opportunities in
3 order to maintain minimum staffing requirements in the Snowmobile/ATV Unit. Compensation
4 for all overtime hours worked will be paid pursuant to the CBA.
5

6 (d) After this canvass, if a shift vacancy still exists on the Snowmobile/ATV Unit, the
7 Sheriff shall canvass all eligible PBA members for overtime. “Eligible PBA members” is
8 defined as PBA member who: (1) has been assigned or worked regularly on the
9 Snowmobile/ATV Unit within three years preceding the season and who was not removed from
10 the Snowmobile/ATV Unit for cause, and (2) owns a complete Snowmobile/ATV Unit uniform.
11 The list of eligible PBA members will be established in October of each year and shall
12 constitute the entire list of PBA members the Sheriff must canvass prior to utilizing Reserve
13 deputies. The requirement that PBA members working overtime in the Snowmobile/ATV Unit
14 must supply their own Snowmobile/ATV Unit uniforms is made without precedent and
15 prejudice.
16

17 (e) Once the daily minimum staffing requirements are met pursuant to paragraphs 1, 2,
18 3 and 4, the Sheriff reserves the right to utilize Reserve Deputies to augment the
19 Snowmobile/ATV Unit.
20

21 (f) Any regular, full-time or Reserve Deputy that is called into service shall have
22 completed a Snowmobile Safety Course approved by New York State. An opportunity to take
23 this course through the Sheriff’s Office at no cost will be provided to eligible PBA members
24 prior to the beginning of each season.
25

26 (g) Either party reserves the right to rescind this Agreement should the implementation
27 of the terms of this Agreement be inconsistent with intent of the parties in entering into this
28 agreement. The parties shall give the thirty (30) days notice to the other party to cure any
29 inconsistencies detailed, in writing, to such party prior to rescinding. However, once the
30 Season has commenced, no rescission shall be effective until the end of that Season.
31

32 **SECTION 19. MARINE UNIT** 33

34
35 (a) The Sheriff shall staff the Marine Unit with no less than eight (8) PBA members who
36 will be assigned to the Sheriffs Marine Unit (“PBA Marine Unit Members”) vessels for the
37 Marine Season (“Season”), which generally starts during the third week of May and runs
38 through the second week of September each year.
39

40 (b) During the Season, except in declared emergencies or unusual staffing demands
41 (e.g. stadium details) and when vessel(s) are operational and conditions allow, the Sheriff shall
42 maintain two Marine Unit vessels for daily marine patrol with no less than two (2) PBA
43 members assigned to each vessel and a minimum of four (4) members scheduled daily
44 (“minimum staffing requirement”).
45

46 (c) PBA Marine Unit Members will be canvassed according to the Collective Bargaining

1 Agreement (“CBA”) and have a right of first refusal for any overtime opportunities in order to
2 maintain minimum staffing requirements in the Marine Unit. Compensation for all overtime
3 hours worked will be paid pursuant to the CBA.
4

5 (d) After this canvass, if a shift vacancy still exists on the Marine Unit, the Sheriff shall
6 canvass all eligible PBA members for overtime. “Eligible PBA members” is defined as PBA
7 member who: (1) has been assigned or worked regularly on the Snowmobile/ATV Unit within
8 three years preceding the season and who was not removed from the Marine Unit for cause,
9 and (2) owns a complete Marine Unit uniform. The list of eligible PBA members will be
10 established in October of each year and shall constitute the entire list of PBA members the
11 Sheriff must canvass prior to utilizing Reserve deputies. The requirement that PBA members
12 working overtime in the Marine Division must supply their own Marine Division uniforms is
13 made without precedent and prejudice.
14

15 (e) Once the daily minimum staffing requirements are met pursuant to paragraphs (a),
16 (b), (c), and (d), the Sheriff reserves the right to utilize Reserve Deputies to augment the
17 Marine Unit. Specifically, the Sheriff reserves the right to activate Reserve Deputies to provide
18 their own vessel and manpower once the minimum staffing requirements described in
19 paragraphs (a), (b), (c), and (d) have been met.
20

21 (f) Any regular, full-time or Reserve Deputy that is called into service shall have
22 completed a safe boating course registered with or approved by New York State, the United
23 States Coast Guard Auxiliary, or United States Power Squadrons. An opportunity to take this
24 course through the Sheriff’s Office at no cost will be provided to eligible PBA members prior to
25 the beginning of each season. Any Reserve Deputy utilized shall show proficiency in vessel
26 operation, must have a Marine radio, and must possess the required United States Coast
27 Guard equipment on any vessel.
28

29 (g) Either party reserves the right to rescind this Agreement should the implementation
30 of the terms of this Agreement be inconsistent with intent of the parties in entering into this
31 agreement. The parties shall give the thirty (30) days notice to the other party to cure any
32 inconsistencies detailed, in writing, to such party prior to rescinding. However, once the
33 Season has commenced, no rescission shall be effective until the end of that Season.
34

35 **ARTICLE XXV**

36 **INDEMNIFICATION**

37 **SECTION 1. DEFENSE**

38
39 (a) The defense of any legal action against any employee in the office of the Sheriff
40 resulting from his act or omission done or made in good faith in the performance of any official
41 duty shall be the responsibility of the County Attorney, and any monetary damages to the
42 employee resulting from such legal action, except for damages resulting from malfeasance,
43 misfeasance or nonfeasance in the service or execution of civil process, shall be deemed to be
44 the responsibility of the County provided that such employee shall within three (3) days
45
46

1 (Monday through Friday) of the time he is served with any notice, summons, complaint,
2 process or demand, deliver the original to the County Attorney.
3

4 (b) This provision shall not make the county responsible for the acts of the Sheriff
5 thereof, nor relieve the Sheriff from any liability to which he is lawfully subject.
6

7 **SECTION 2. LIABILITY INSURANCE**

8
9 If required for any employee covered in this bargaining unit the County shall maintain,
10 at no cost to the employee, a policy of liability insurance including coverage against damages
11 resulting from such employees malfeasance, misfeasance, or nonfeasance in the service or
12 execution of civil process.
13

14 **ARTICLE XXVI**

15 **SAVINGS CLAUSE**

16
17
18 Should any Article, Section or portion thereof, of this Agreement be held unlawful and
19 unenforceable by a court of competent jurisdiction such decision of the court shall only apply to
20 the specific Article, Section or portion thereof, directly specified in the decision and upon the
21 issuance of such a decision, the parties agree immediately to negotiate a substitute for the
22 invalid Article, Section or portion thereof.
23

24 **ARTICLE XXVII**

25 **EMERGENCY SITUATIONS**

26
27
28 In the event of any emergency as determined by the Sheriff, any of the following
29 Articles may be suspended by the Sheriff for the duration of the emergency:
30

31	Article IX	-	Hours of Work
32	Article X	-	Reporting Time
33	Article XI	-	Work Force Changes
34	Article XII	-	Holidays
35	Article XIII	-	Vacations
36	Article XIV	-	Paid Leave

37 38 39 **ARTICLE XXVIII**

40 **PHYSICAL FITNESS**

41
42
43 (a) The Sheriff and the Union agree that being physically fit enables officers to extend
44 their lives, handle stress better, reduce job related injuries and, in general better perform their
45 duties. Therefore, the parties agree that a physical fitness program may be established. The
46 Sheriff and the Union agree to establish a joint committee to specify and establish said

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

10
11 (b) This package to include a complete listing of bargaining unit classifications.
12

13 **ARTICLE XXIX**

14 **DRUG TESTING**

15 **SECTION 1. PRECONDITIONS TO DRUG TESTING**

16
17
18
19 (a) All sworn personnel in the bargaining unit must be provided information on what
20 drugs or substances are prohibited, prior to the implementation of this policy.
21

22 (b) Any drug testing policy which is applied to the members of the bargaining unit will
23 be applied to all sworn personnel.
24

25 (c) The County of Erie and the Erie County Sheriff ("Employer") will select the MRO.
26

27 (d) Random drug testing shall be performed only as noted herein.
28

29 (e) The following drug testing methodology shall be used for any drug test performed
30 on sworn personnel:
31

32 (1) "Initial Test" the initial test shall use an immunoassay (EMIT) test as a
33 screening test to rule out the presence of a controlled substance or its
34 metabolite. Those samples which test positive shall be subject to confirmatory
35 testing as described below.
36

37 (2) "Confirmatory Testing" all specimens identified as positive on the initial test
38 shall be confirmed using a gas chromatography/mass spectrometry ("GC/MS")
39 technique. Testing shall be conducted by a laboratory with a National Institute on
40 Drug Abuse ("NIDA") certification. All confirmed test results shall be referred to a
41 medical review officer ("MRO"), described below. If at any time there exists a test
42 with a higher rate of reliability than the GC/MS test, as determined by the U.S.
43 Dept. of Health and Human Services ("HHS"), such test shall be used in place of
44 the GC/MS test if requested by the Sheriff of Erie County.
45

46 (3) "Cutoff Levels" the cutoff levels utilized by HHS shall be utilized for initial and

1 confirmatory testing. Tested levels which fall below these cutoff levels shall be
2 considered negative results.

3
4 **SECTION 2. DEFINITIONS**

5
6 (a) "Test" refers to an on-duty drug test.

7
8 (b) "Urine Test" a urine sample submitted to a laboratory for testing.

9
10 (c) "Collection Site" a place designated by the Employer where employees present
11 themselves for the purpose of providing a specimen of their urine to be analyzed for the
12 presence of drugs.

13
14 (d) "Medical Review Officer" (MRO) a licensed physician responsible for receiving
15 laboratory results generated by the Employer's testing program who has knowledge of
16 substance abuse disorders and has appropriate medical training to interpret and evaluate an
17 individual's positive test result together with his or her medical explanation, at or above the
18 cutoff level assigned to that substance as reviewed by the MRO.

19
20 (e) "Positive Test Result" a test result that shows evidence of a drug, drug metabolite, in
21 a person's system, without a valid medical explanation, at or above the cutoff level assigned to
22 that substance as reviewed by the MRO.

23
24 (f) "Rehabilitation" treatment of a drug abuse problem, including counseling and
25 monitoring from providers.

26
27 (g) "Treatment" a therapeutic residential or outpatient program for employees with drug
28 abuse problems.

29
30 (h) "Immediate Discharge or Immediate Discharge Without Recourse" implies no review
31 through the grievance/arbitration procedure of the collective bargaining agreement between
32 the Union and the Employer.

33
34 (i) "Employee" when used in Article XXX of this Agreement, shall mean sworn
35 personnel.

36
37 **SECTION 3. PROHIBITED SUBSTANCES**

38
39 The Employer may test for the presence of any of the following substances: marijuana,
40 cocaine, opiates (i.e.: heroin, morphine), amphetamines and phencyclidine (PCP).

41
42 **SECTION 4. INDIVIDUALS SUBJECT TO DRUG TESTING**

43
44 (a) All sworn personnel may be subject to drug testing and testing circumstances.
45 The following may be subjected to random urinalysis tests at any time, but not more than twice
46 in any calendar year (January 1 - December 31):

1
2 (1) All sworn personnel in the Deputy Sheriff Criminal Division.
3

4 (2) Promotional sworn personnel on a one time basis during probationary period
5 (thereafter covered under this Article).
6

7 (3) Newly hired sworn personnel during the probationary period (thereafter covered
8 under this Article).
9

10 (b) The selection of any employee for random testing shall not prevent any other or
11 further testing for that employee as provided in this policy.
12

13 (c) For random testing, an employee's name shall be withdrawn from the pool for any of
14 the following reasons: L.D.I., leave approved prior to a notice of testing, hospitalization, layoff,
15 vacation, approved personal leave or any other absence.
16

17 (d) Other Testing Circumstances
18

19 (1) "Post Accident" sworn personnel shall be tested when the Sheriff, his designee,
20 commanding officer, or Division Chief has reasonable suspicion that drugs were
21 involved in the accident in the use of the Employer's vehicle.
22

23 (2) "Post-Rehabilitative/Follow-Up" employees who are returned to work following
24 participation in a drug rehabilitation program shall be required, at the Employer's
25 option, to submit to "return to work" and "follow-up" drug tests to ensure that they
26 remain substance free for a period of two (2) years.
27

28 (e) "Positive Test Results" unless otherwise noted in this policy, a final positive test will
29 result in immediate discharge.
30

31 (f) "Reasonable Suspicion" an employee may be tested where there exists a reasonable
32 suspicion that the employee is under the influence of drugs as defined under the provisions of
33 this policy. The term 'reasonable suspicion' shall, for the purposes of this program, be defined
34 as observed aberrant unusual on-duty behavior not immediately explained by causes other
35 than that of drug use and/or the physical manifestations of drug use (e.g. drug paraphernalia,
36 observed possession of drugs, etc.). A test may be conducted when:
37

38 (1) Observed by the employee's immediate supervisor or higher ranking officer and
39 confirmed by the observation of another officer or supervisor. Such observations
40 must be documented.
41

42 (2) The type of behavior observed and documented is a recognized and accepted
43 symptom of intoxication, impairment or use of drugs. These signs may include, but
44 are not limited to:
45

46 - difficulty in maintaining balance

- 1 - slurred speech
- 2 - abnormal or erratic behavior
- 3 - apparent inability to perform assigned duties in a safe and satisfactory
- 4 manner

5
6 Employees who are directed to submit to reasonable cause testing shall be relieved
7 from all duties and placed on administrative leave of absence with pay, pending the receipt of
8 test results and the completion of any investigation conducted by the Employer.

9
10 A positive reasonable suspicion testing will result in immediate discharge.

11 **SECTION 5. TESTING AND TEST RESULTS**

12
13
14 (a) "Drug Testing Procedures" the following procedure shall be used whenever an
15 employee is required to give a urine sample:

16
17 (1) Random selection shall be made by computer without the presence of the
18 Employer or the Union. Should this mechanism be changed, the Union shall be
19 advised.

20
21 (2) A urine sample shall be taken of the employee. The collection shall be done
22 in such a manner as to protect the authenticity and reliability of the sample and
23 the privacy of the individual.

24
25 (3) Immediately after the sample has been given, it will be divided into two (2)
26 equal parts, provided at least 60 ml has been provided. Each of the two (2)
27 portions of the sample will be separately sealed, labeled and stored in a secure
28 and refrigerated atmosphere. Both of the samples will be sent or delivered to a
29 testing laboratory.

30
31 (4) In each instance of a drug test, a chain of custody procedure will be followed.
32 This procedure is used to account for the integrity of each urine specimen by
33 tracking its handling and storage from point of specimen collection to final
34 disposition of the specimen.

35
36 (5) A chain of custody form will be used from the time of collection to receipt by
37 the testing laboratory/laboratories. Upon receipt by the laboratory/laboratories, an
38 appropriate laboratory chain of custody form accounting for the sample within the
39 laboratory shall be used.

40
41 (6) A tamper-proof sealing system designed in the manner such that the
42 specimen bottle will be sealed against undetected opening and the bottle can be
43 identified utilizing an identification number identical to that appearing on the urine
44 custody and control form. Space shall be provided to initial the bottle, thereby
45 affirming its identity.

1 (7) Should the employee be unable to pass the required amount of urine, he shall
2 remain at the collection site and follow all directives given by the collection site
3 personnel until such time as 60 ml or more of urine has been passed. Should the
4 employee be unable to pass at least 60 ml of urine during his shift, he shall be
5 referred to the Employer's designated physician who shall determine if such
6 inability was purposefully done or medically unavoidable. If medically
7 unavoidable, the employee shall be eligible for retesting at any time designated
8 by the Employer during a twelve (12) month period.
9

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

12
13 (1) Review the chain of custody documents and test results for completeness and
14 accuracy.
15

16 (2) Give the employee an opportunity to discuss the results.
17

18 (3) If there appears to be no medical reason for the positive test result, which is
19 acceptable to the MRO, the test shall be verified as positive and the same
20 reported to the Sheriff and/or his designee.
21

22 (4) Should the employee provide a medically acceptable explanation to the MRO,
23 the MRO shall report the test as negative to the collection clinic, which in turn
24 shall report the same to the Sheriff and/or his designee.
25

26 (c) "Retest Procedures Following Positive Drug Test Results" if the confirmatory test and
27 medical review is positive for the presence of an illegal drug, the employee will be so notified
28 and the employee and the union will be provided with copies of all documents pertinent to the
29 test sent to or from the employer by the laboratory. The second untested sample, which has
30 been retained by the laboratory shall be submitted by the employer to a different testing
31 laboratory. The employee, the union and the employer will be given a copy of the results.
32 Should the second result be positive, the employee and the union waive any right to challenge
33 the integrity of the chain of custody or the testing protocol for either sample.
34

35 (d) "Specimen Integrity and Employee Conduct" specimen collection will occur in a
36 clinical setting and under strict procedures so as to avoid specimen tampering. Careful chain of
37 custody procedures shall be followed at all times. Any attempt to hinder collection procedures
38 or to adulterate or substitute a urine sample will result in disqualification of an applicant and
39 disciplinary charges against the employee and a re-test.
40

41 (e) "Negative Reasonable Suspicion Test Results" the union shall be immediately
42 provided a complete listing of all of its members who are tested either for the random or
43 reasonable suspicion test. The union may thereafter review any negative reasonable suspicion
44 testing. Such review shall be through the contract's grievance and arbitration mechanism.
45 Each such question should be initiated by the union directly at Step 3. Should an arbitrator
46 ultimately determine that there was bad faith on the part of the supervising officer who initiated

1 the reasonable suspicion test, or that he otherwise acted in an arbitrary or capricious manner,
2 the arbitrator may award the employee involved up to one (1) days pay at his regular straight
3 time rate, and any other penalty deemed appropriate by the arbitrator.
4

5 (f) "Positive Test Results Procedures" for the purposes of this policy, unless otherwise
6 stated, an employee may not be terminated or otherwise subjected to any disciplinary action
7 for prohibited drug usage until the re-testing procedures are completed as defined in Section 5
8 (c) of this procedure and said test is deemed a positive test by the MRO.
9

10 (g) "Refusal to Submit to Test" employees who fail or refuse to immediately appear for
11 testing as directed shall be subject to the discipline procedures of this Agreement. Such a
12 failure to submit to a test will result in the suspension of the employee and thereafter he will be
13 required to submit to a test within 24 hours of the original test request. A further failure to
14 submit to this second test will result in discharge under the provisions of this policy.
15

16 (h) "Employee Rights" employees shall have a right to refuse a random test above and
17 beyond the requirements set forth in this Agreement.
18

19 **SECTION 6. EMPLOYEE ASSISTANCE AND REHABILITATION**

20
21 (a) "Employee Assistance" the Employer with the cooperation of the union, shall
22 promptly utilize the Employee Assistance Program (EAP) to:
23

24 (1) Educate employees about the dangers of substance abuse.
25

26 (2) Provide a resource for treatment of alcohol and drug abuse problems.
27

28 (3) Assist employees with a number of other services unrelated to substance
29 abuse designed to aid in the identification, intervention and resolution of
30 personal problems (i.e.: family, marital, financial, etc.) which negatively impact on
31 the employee's employment with the Employer.
32

33 (4) Provide initial counseling, problem identification, short-term counseling,
34 referral if necessary, to a professional agency or person who can assist the
35 employee to resolve his problem, and to offer follow-up support and monitoring.
36

37 (b) The services of the EAP shall be free to any employee. The costs of any
38 professional help to which the employee or immediate family member is referred, beyond the
39 services of the EAP and what may be covered by the employee's health insurance program,
40 shall be the responsibility of the employee.
41

42 (c) Use of the EAP services or any further professional help by an employee shall not
43 preclude discipline for incompetence, misconduct or unsatisfactory job performance. Any
44 discipline imposed shall be pursued in accordance with applicable provisions of this
45 Agreement.
46

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

9
10 (e) "Terms Pending Drug Rehabilitation" while undergoing treatment in the Employer's
11 approved program, the employee:

12
13 (1) Shall be relieved of duty, utilizing whatever leave time may be available in
14 accordance with this Agreement and/or federal law. The employee shall be
15 required to utilize all paid leave credits (i.e.: vacation, personal and comp) before
16 utilizing paid sick leave.

17
18 (2) "Return to Light Duty Following Rehabilitation" employees may be returned to
19 "light duty" (contingent upon the availability of such an assignment) when:

20
21 (A) They have successfully completed the required in/outpatient
22 rehabilitation program, and

23
24 (B) They have obtained a full release from the designated EAP
25 counselor/physician, and

26
27 (C) They continue the recommended/prescribed rehabilitation program as
28 determined by the EAP.

29
30 -- While on such "light duty," the employee may be subject to regular and frequent
31 urinalysis drug testing.

32
33 (3) Return to Full Duty:

34
35 (A) The employee may not return to full duty until he has satisfactorily
36 completed the Employer's approved drug/substance abuse program and
37 obtained a negative drug urinalysis test result, and gained written
38 clearance from the Employer's designated physician.

39
40 (B) Should the employee be returned to full duty status, he shall be placed
41 in the selection pool for a period of twenty-four (24) months.

42
43 **SECTION 7. AMNESTY REHABILITATION PROGRAM**

44
45 "Treatment/Rehabilitation Encouraged" members of the Union who have a drug abuse
46

1 or addiction problem are hereby encouraged to seek treatment and rehabilitation under this
2 EAP program. Participation in this program shall be without fear of any discipline or discharge
3 penalties provided:

4
5 (a) Entry and participation in such treatment and rehabilitation must occur prior to
6 employee selection for random drug testing or selection for reasonable suspicion or post-
7 accident testing.

8
9 (b) An employee's refusal to participate in any material aspect of the subject EAP
10 counseling/rehabilitation program or a failure to complete counseling and testing as may be
11 required by the EAP, the referral agency, doctor or counselor shall be cause for termination
12 from employment.

13
14 (c) The employee must sign any and all releases and/or waivers so as to allow the
15 Employer to ensure the employee participation in the counseling/rehabilitation program.
16 Information acquired by the Employer shall be viewed by only those in a need-to-know status,
17 and shall be filed separately from the employee's personnel file. In all other respects, the
18 employee's right to confidentiality shall be respected.

19
20 (d) "Confirmed Positive Test Results" positive drug test result and the MRO's
21 confirmation of a positive drug test result following entry in and/or completion of any
22 treatment/rehabilitation program shall result in the employee's discharge under this Article.

23
24 (e) "Awareness and Education Program" an awareness and education program will be
25 in effect during the first three (3) months following the effective date of the agreement, and
26 during this three (3) month period no drug testing under the provisions of this policy or until the
27 joint EAP program is in effect shall be conducted.

28
29 **SECTION 8. PART OF EMPLOYER/UNION CONTRACT**

30
31 This policy shall be considered part of the Employer/Union Collective Bargaining
32 Agreement.

33
34 **SECTION 9. CHANGES IN MEDICAL COVERAGE BY PROVIDERS**

35
36 In the event that any or all the providers of health care benefit insurance modify or
37 change the levels or coverage for drug treatment related medical activities during the life of
38 any collective bargaining agreement, the employees covered under the provisions of this drug
39 testing policy shall have the option to select any other health care insurance plan offered by
40 the Employer without limitation to open enrollment periods.

41
42 **ARTICLE XXX**

43
44 **STATUTORY PROVISIONS**

45
46 It is understood by and between the parties that any provision of this Agreement

1 requiring legislative action to permit its implementation by amendment of law or by providing
2 the additional funds therefore, shall not become effective until the appropriate legislative body
3 has given approval.

4
5 **ARTICLE XXXI**

6
7 **TERMINATION AND MODIFICATION**

8
9 (a) This Agreement shall be effective as of January 1, 2002 and shall remain in full force
10 and effect until the 31st day of December 2016. It shall be automatically renewed from year to
11 year thereafter unless either party shall notify the other in writing one hundred eighty (180)
12 days prior to the termination date that it desires to modify this Agreement. In the event that
13 such a notice is given, negotiations shall begin not later than one hundred fifty (150) days prior
14 to the termination date. This Agreement shall remain in full force and be effective during the
15 period of negotiations and until notice of termination of this Agreement is provided to the other
16 party in the manner set forth in the following paragraph.

17
18 (b) In the event that either party desires to terminate this Agreement, written notice must
19 be given to the other party not less than ten (10) days prior to the desired termination date
20 which shall not be before the anniversary date set forth in the preceding paragraph.

21
22 **ARTICLE XXXII**

23
24 **TOTAL AGREEMENT**

25
26 Notwithstanding any Personnel Rules and Regulations, Local Laws or resolutions, the
27 foregoing constitutes the entire Agreement between the parties and shall supersede any and
28 all personnel rules, regulations, Local Laws or resolutions and no verbal statements or other
29 amendments, except an amendment mutually agreed upon between the parties and in writing
30 annexed hereto designated as an amendment to this Agreement, shall supersede or vary the
31 provisions herein.

1 IN WITNESS WHEREOF, the parties hereto have set their hand this ____ day of
2 _____, 2015.
3

4
5 ERIE COUNTY SHERIFF'S
6 POLICE BENEVOLENT ASSOCIATION
7

COUNTY OF ERIE

8
9 _____
10 Jason Weiss
11 President, Erie County Sheriff's PBA
12

Mark C. Poloncarz
Erie County Executive

13
14 _____
15 David A. Palmer
16 Commissioner of Personnel

17 APPROVED AS TO FORM:

ERIE COUNTY SHERIFF

18
19 _____
20 Michael A. Siragusa
21 Erie County Attorney
22

Timothy B. Howard
Erie County Sheriff

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2 Erie County, New York
3 Document Number _____
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PBA - JOB TITLES	Grade Level
Captain	11
Captain - Aviation	11
Coordinator Domestic Violence	7
Deputy Sheriff Criminal	8
Deputy Sheriff Criminal — Seneca Speaking	8
Deputy Sheriff Criminal — Spanish Speaking	8
Detective Deputy	9
Detective Deputy - Arson	9
Director of Training	11
Lieutenant	10
Senior Detective	10
Senior Detective - Narcotics	10
Sergeant	9
Sr. Tactical Flight Officer	11
Technical Sergeant	9
Undercover Narcotics Deputy	8

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11 ERIE COUNTY SHERIFF'S

1 POLICE BENEVOLENT ASSOCIATION

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

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

SIGNATURE: _____

SOCIAL SECURITY NUMBER: _____

DATE: _____