AGREEMENT

Between the COUNTY OF ALBANY and the

DISTRICT ATTORNEY'S INVESTIGATORS

Of the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 294

JANUARY 1, 2019- DECEMBER 31, 2021

TABLE OF CONTENTS

Article		Page
I	Recognition and Scope of Bargaining Unit	3
II	Management Rights	3
III	Union Rights	4
IV	Employee Rights	6
V	Grievance Procedure	7
VI	Work Hours and Schedules	9
VII	Overtime	10
VIII	Work Force Changes	11
IX	Special Emoluments	12
X	Holidays	12
XI	Vacations	13
XII	Personal Leave	14
XIII	Sick Leave	15
XIV	Seniority	18
XV	Personnel Records	19
XVI	Workers' Compensation Leave	20
XVII	Paid Leave of Absence	23
XVIII	Health Insurance	25
XIX	Retirement Plan	27
XX	In-Service Connected Disability and Death	28
XXI	Continuing Education Program	28
XXII	Unemployment Compensation	28
XXIII	General Provisions	28
XXIV	Defense and Indemnification of Employees	30
XXV	Americans with Disabilities Act	36
XXVI	No Strikes or Lockouts	36
XXVII	Preservation of Benefits	36
XXVIII	Savings Clause	37
XXIX	Statutory Provision	37
XXX	Duration	38
	Appendix A	39
	Appendix B	40
	Appendix C	40
	Appendix D	41

ARTICLE I RECOGNITION AND SCOPE OF BARGAINING UNIT

1. The Employer recognizes the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 294 as the exclusive collective bargaining representative of all employees by this Agreement.

2. This Agreement covers all senior investigators and all full and part time investigators within the Albany County District Attorney's Office and excludes all other employees. All benefits for part-time investigators in the District Attorney's Office will be prorated in accordance with Albany County Rules and Regulations. Except as amended by this Agreement, the remaining terms and conditions of the Agreement shall remain in full force and effect. The hiring or employment of any part-time employees shall compliment the workforce and not replace the fulltime senior investigator(s) and fulltime investigators in the District Attorney's Office. At no time will the part-time force exceed three (3) investigators unless mutually agreed upon.

3. The International Brotherhood of Teamsters, Local 294 affirms that it does not assert the right to strike against the Employer and it shall not cause, instigate, encourage or condone a strike.

ARTICLE II MANAGEMENT RIGHTS

1. The Union recognizes the Employer's legal responsibility and sole prerogative to manage its business and, except as expressly limited by this agreement, to direct, hire, assign, transfer, promote, lay off and, for just cause, discipline or discharge its employees.

2. The employees covered by this Agreement shall conform to all department rules, when made known to the employees and the Union, which do not conflict with the provisions of the Agreement.

3. The Employer maintains the right to determine the size of the work force, allocate and assign work, and to contract out work when in its discretion the proper on-site equipment, manpower or skills are not available.

4. The Employer reserves the right to change work schedules if he/she so decides. Those employees affected will be provided with at least a forty-eight (48) hour advanced notice, except in unforeseen circumstances.

5. The Employer reserves the right to select and assign new employees.

6. All employees promoted or hired into this bargaining unit shall be employed on a three (3) month trial (provisional) basis, during which period he/she may be disciplined up to and including discharge by the employer without cause or recourse to the grievance procedure.

   For those employees promoted within the bargaining unit, said promotion shall be on a three (3) month trial (provisional) basis during which period the employee may be disciplined up to and including discharge. However, for those employees disciplined under said circumstances shall have full access to the grievance procedure.

ARTICLE III UNION RIGHTS

1. The International Brotherhood of Teamsters, Local 294 shall have the sole and exclusive right, with respect to other employee organizations, to represent all employees in the heretofore defined negotiation unit in all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its own representative and to appear before any appropriate official of the Employer to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate, and pursue all such objections free from any interference, restraint, coercion, or discrimination by the Employer or any of its agents.

2. **Dues Deductions:** The Employer shall deduct from the wages of employees and remit to the Secretary Treasurer of Teamsters, Local 294, 890 Third Street, Albany, New York, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction.

   (a) Agency Fee: The Employer shall deduct from the wages of any employee who is not a member of the Union an amount equal to the amount of membership dues collected from Union members pursuant to the provisions of subdivision 3 of Section 208 of the Civil Service Law.

The Union agrees to indemnify and to hold the Employer from any causes of action, complaints, loss or damages, including attorney's fees incurred in the defense of any such claims, as a result of agency fee deductions.

If the legislature of the State of New York enacts, and the Governor signs legislation repealing the provisions in subdivision 3 of Section 208 of the Civil Service Law, the parties agree to reinstate 2a. Agency Fee provisions contained in the January 1, 1991 through December 31, 1993 Agreement*.

Agency Fee: Effective the signing of this Agreement, an agency fee provision will become effective at any time during the life of this Agreement when Union membership reaches seventy-five (75%) percent of all full time permanent positions in the bargaining unit. Once the seventy-five (75%) percent tln·esho1d has been reached, all employees who are members of the Union shall remain members of the Union, or if membership is dropped, shall become Agency Shop payees. All non-members of the bargaining unit shall also be required to become Agency Shop payees once seventy-five (75%) percent threshold is reached.

3. **Other Deductions:** Deductions duly authorized for the purchase of savings bonds shall authorize delivery of bonds purchased directly to the employee at the address designated. The Employer agrees to provide one additional payroll deduction for disability insurance.

(a) **Financial Institutions Deductions.** The employer shall deduct the individually specified amounts from the wages of its employees and remit them to the appropriate financial institution as chosen by the employee upon receipt of appropriately signed payroll deduction authorizations.

(b) All Bargaining Unit employees shall be eligible to participate in the Albany County Deferred Compensation Plan, currently provided through Public Employees Benefit Services Corporation (PEBSCO), in accordance with the terms and conditions of said plan.

(c) All Bargaining Unit members shall be eligible to participate in the county wide leave donation plan established by the County Legislature and administered by the Albany County Department of Human Resources, as may be amended.

(d) All Bargaining Unit members shall be eligible to participate in the Albany County Direct Deposit Program, in accordance with the terms and conditions of said plan, as may be amended.

4. **Union Leave:** The Employer agrees to provide to the Union a total of twenty five (25) man days per year for Union business.

5. Employees selected by the Union to act as union representatives shall be known as Steward and Alternate Steward. The names of employees selected as Steward and Alternate Steward shall be ce1iified in writing to the Employer by the local Union. Such Union stewards shall have the right to investigate and process grievances during their regular working hours without loss of time or pay; however, such employees must notify their immediate supervisor, and secure permission prior to leaving their work assignments. Such permission will not be unreasonably denied.

6. The Union steward and Alternate Steward designated by the Union in writing to the District Attorney shall be allowed release time with pay to participate in negotiations with the Employer. Any employee desiring released time pursuant to this Section shall notify his superior officer in advance of the date of such negotiations. Such employee shall be released from his/her regular tour of duty for his/her entire work shift. If the meeting is held on the employee's regular day off there shall be no compensation.

ARTICLE IV EMPLOYEE RIGHTS

1. An employee covered by the provisions of this Agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or its agents.

2. Employees may join and take an active role in the activities of the Union without fear of any kind of reprisals from Employer or its agents.

3. An employee may bring matters of personal concern to the attention of the appropriate Employer's representative and officials in accordance with applicable laws and rules, and may choose his/her own representative or appear alone in a grievance procedure with the exception that the Union may be permitted entrance to such proceedings.

4. (a) When an employee is to be suspended without pay pending a hearing pursuant to the provisions of Section 75 of the Civil Service Law, the employee shall be advised of the reasons for the suspension and shall be given an opportunity to respond. This shall not otherwise diminish any other benefits on the contractual law.

(b) The questioning and interviewing of employees shall **NOT be** recorded, unless mutually agreed. The Union shall receive a copy of the recording as soon as practicable after the questioning or interview.

ARTICLE V GRIEVANCE PROCEDURE

1. **Definition:** The term "grievance" shall mean any claimed violation, misinterpretation or inequitable application of terms and conditions of employment, arising out of this Agreement or any existing law, rule, procedure, regulation, administrative order or work rule of the County.

2. Grievance meetings may be held outside of scheduled work hours.

3. Any grievance that occurred prior to the signing of this contract may not be aggrieved pursuant to the provisions of this Agreement.

4. The employees agree to refrain from the solicitation of grievances.

5. The grievance must be in writing and signed by the aggrieved party. It must also stipulate the Article or Articles of the Agreement which have allegedly been violated. It then must be submitted to the employee's immediate supervisor within ten (10) calendar days of the occurrence which allegedly caused the employee to be aggrieved. If within ten (10) calendar days of the submission, the immediate supervisor fails to give an answer in writing the grievance procedure shall automatically proceed.

6. If the aggrieved employee is not satisfied with the response from their immediate supervisor, or if no answer is received, he/she may appeal to the District Attorney or his/her designee within five (5) calendar days from receipt of the response or from the day of the automatic progression if no response is received. After reviewing the decision of the immediate supervisor and the information pertinent to the situation, the District Attorney or his/her designee shall give a written decision within five (5) calendar days. If no written decision is received within five (5) calendar days the grievance shall automatically proceed.

7. In the event the grievance is still unresolved, the employee has fifteen (15) calendar days upon receiving a response from the District Attorney or his/her designee or from the day of the automatic progression if no response is received, to present his/her grievance to the Commissioner of Human Resources or designee. This grievance must be communicated in writing with a notice to the department head that his/her decision is being appealed. A hearing will be scheduled within thirty (30) days of the submission of the grievance to the Commissioner. The decision made by the Commissioner will be forwarded within fifteen (15) calendar days of the hearing to all parties.

8. In the event the Union is not satisfied with the response from the Commissioner of Human Resources or the response is not implemented with respect to a grievance involving the interpretation or application of this Agreement, it may, demand arbitration within thirty (30) days after receiving a response by filing a demand for arbitration by registered or certified mail, with the New York State Public Employment Relations Board. The Public Employment Relations Board shall provide both parties with an identical list of arbitrators pursuant to the Public Employment Relations Board Rules of Procedure for Voluntary Grievance Arbitration. A copy of the demand for arbitration shall be forwarded to the Director of Employee Relations and the District Attorney.

   The parties shall select an arbitrator pursuant to the selection process set forth in the Voluntary Arbitration Rules of the Public Employment Relations Board. The arbitrator shall be governed by the Voluntary Grievance Arbitration Rules of the Public Employment Relation Board.

   The arbitrator's decision will be in writing and will set forth his/her findings, reasoning, and conclusions of the issues submitted. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.

   The cost for the services of the arbitrator will be borne equally by the County and the Union. In the event that a scheduled grievance arbitration hearing is canceled unilaterally by a party, within the time period fixed by the arbitrator after which the arbitrator' s fee will be payable in any event, then the resulting fees payable to the arbitrator will be the responsibility of the party that canceled the hearing.

9. Failure to abide by the prescribed time limits will cause the grievance to be considered lost.

10. Except as otherwise provided in this Agreement, each party shall be solely responsible for the payment of their respective witnesses, grievant and/or other parties at each step of the grievance and arbitration procedure.

ARTICLE VI WORK HOURS AND SCHEDULES

Section 1. Regular Work Hours

The District Attorney's Investigators regular work hours each day shall be eight (8) consecutive hours, which shall include a half-hour(1/2) paid break.

Section 2. Work Week and Shifts

1. Except as is specifically set forth in this Agreement, the basic work week and work scheduling structures that will be in force as of the effective date of this Agreement shall not be changed unless the changes are mutually agreed upon by the Employer and the Union [five (5) consecutive days on and two (2) consecutive days off]. Supervisory personnel who are assigned to administrative duties shall have their work-week, leave scheduling, and shift assignments established by the District Attorney or his designee.

Section 3. Tardiness

1. Excessive tardiness results in a loss of productivity and increases the workload of coworkers. Each employee shall therefore be held accountable and responsible for arriving at work early enough to begin work at his/her designated starting time. It is understood that excessive tardiness shall be just cause for disciplinary action.

2. Excessive tardiness shall be defined as three (3) or more occurrences of reporting late to work during any calendar month of employment beginning January 1, 2010. Penalties for excessive tardiness shall be as follows:

Third Offense	Verbal Consultation
Fourth Office	Written Reprimand
Fifth Offense	Deduction Two (2) Vacation Days
Sixth Offense	Suspension of Four (4) Days Without Pay

Further Disciplinary Action Up to and Including Discharge

3. If a period of one (1) year expires from the date of imposition of any level of discipline

listed above, the employee shall be considered to have no violations of this section of the Agreement. Imposition of discipline under this section shall not be subject to arbitration under Section 5, Article V (Grievance and Arbitration), until the sixth offense.

4. Tardiness due to snow storms, natural disasters or other major calamities, if supported by reasons acceptable to the District Attorney, may be excused and will not be considered an occurrence of tardiness.

ARTICLE VII OVERTIME

1. Efforts shall be made to equally distribute overtime among employees who normally perform such work.

2. In the event no employee wishes to perform his/her required overtime work, the Employer shall by inverse order of seniority assign the necessary employee required to perform the work in question.

3. All hours worked in excess of forty (40) hours in a week shall be paid for at one and one-half (1 + 1/2) the employee's regular rate of pay.

4. Employees may opt to receive compensatory time in lieu of overtime. Earned compensatory time may be used, with prior approval, during the year. Each member shall be allowed to carry over forty (40) hours of compensatory time to the following year or receive payment for that time at the end of the calendar year at the employee's discretion. Each member may accumulate up to eighty (80) hours of compensatory time during the calendar year.

5. All in-service training programs conducted before or after an employee's regular shift shall be paid for at the employee's regular rate of pay but shall be computed for the purpose of determining the employee's forty (40) hour work week.

6. Time during which an employee is excused from work because of vacation, holiday or other authorized compensatory time off shall be considered as time worked for the purpose computing overtime.

7. No employee will be required or allowed to work overtime unless such overtime has received appropriate prior approval by the proper authority.

8. Employees who are required to appear in court or before a body having the right to require appearance, shall be paid at his/her regular rate of pay but such time spent

shall be used to compute the employee's forty (40) hour work week. Those employees required to appear in court as outlined in this section, shall receive three (3) hours minimum pay.

9. An employee who is recalled to work unscheduled overtime after having completed his/her scheduled shift and after having left his/her scheduled work or facility shall be guaranteed a minimum of four (4) hours pay. Such four (4) hours shall be used to compute an employee's forty (40) hour work week.

10. No employee will be required to be on standby without compensation. However, this shall not apply to employee's involved in investigations.

11. No employee shall be requested to work in excess of 16.25 hours in any work day except in an emergency situation. Personnel on overtime on their day off shall not be mandated to work.

12. Overtime for the District Attorney's Investigators will be assigned by the employer as in the past.

ARTICLE VIII WORK FORCE CHANGES

Section 1. Training Assignments

1. For the purpose of this Agreement, employees selected to participate in any training program, whether or not such training program takes them away from their regular job assignment, shall be considered to be an on-the-job assignment.

2. Promotions and the filling of vacancies will be effected under the Civil Service Law Rules and Regulations.

Section 2. Layoff and Notification

It is understood and agreed that in the event the Employer plans to lay off employees in this bargaining unit for any reason, the Employer will notify the Union in writing of its plans at least fifteen (15) work days prior to the date that such action is proposed to commence. Layoffs will be conducted in accordance with the State Civil Service Law, Rules and Regulations pertaining to layoff procedures.

ARTICLE IX SPECIAL EMOLUMENTS

Travel Allowances

1. All employees who are required to travel to other than County areas in the performance of their official duties shall be reimbursed for all hotel lodging, meals and other incidental expenses incurred that are related to such trip, at rates provided by Albany County Rules and Regulations.

   (a) Employees who are required by the Department to use their own personal automobile on any official business will be reimbursed for such use at the rate provided by Albany County Rules and Regulations. Request for mileage Reimbursement must be submitted within thirty (30) calendar days of the month for which it is being requested.

ARTICLE X HOLIDAYS

Section 1. Recognized and Observed Holidays

The following twelve (12) days shall be recognized as Holidays:

New Years Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veterans Day
Thanksgiving Day
Christmas Day
Floating Day

It is understood that in the event an investigator is required to work on a Holiday there will be no additional compensation paid.

ARTICLE XI VACATIONS

Section 1. Vacation Allowance and Eligibility

1. Vacation credits will be earned each year for use in the following calendar year (January 1 through December 31). All employees covered by this Agreement shall earn their vacation periods as follows:

   (a) A new employee will earn vacation credits at .83 day per month the first twelve (12) months of employment, for a total of ten (10) days.

   (b) Starting on the anniversary date at the beginning of an employee's second year, he/she will earn vacation credits at 1.25 days per month for a total of fifteen (15) days per year.

   (c) Starting on the anniversary date at the beginning of an employee's 7th year, he/she will earn vacation credits at 1.4 days per month for a total of seventeen (17) days per year.

   (d) Starting on the date at the beginning of an employees 10^{th} year he/she will earn vacation credits at the rate of 2.08 days per month (or a total of twenty-five (25) days per year).

2. Vacation credits may be accumulated up to a maximum of Seventy-five (75) days however; accumulated vacation days may not be used to displace a less senior member in rank on any vacation scheduled until all members have exercised their seniority rights in scheduling vacation days earned in the previous vacation year.

Section 2. Choice of Vacation Periods

1. An employee will be granted the amount of his/her vacation credits accumulated upon completion of the necessary continuous service time set forth in the schedule appearing in Section (a) above, except that if circumstances make it necessary for the Employer to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be give his/her choice of vacation periods in the event of conflicts. Request for changes in vacation requests beyond the scheduling limits established by the department may be approved at the discretion of the District Attorney. Vacation request approved, will not be canceled unless an emergency forces the cancellation of all Vacation Requests.

2. Vacations will be assigned as set forth in Sections 1 and 2. From June through September will be prime time, and seniority shall apply to a maximum often (10) days.

3. All paid leave including sick leave, personal leave and other leaves of absence where employees receive full pay, shall be considered as time worked in determining vacation credits entitlement. Leaves of absence without pay shall not be counted for vacation credit purposes.

4. Vacation pay shall be calculated as the employee's regular pay in effect for the position the employee holds at the time he/she takes his/her vacation.

Section 3. Transfer Rights and Separation

1. If any employee is transferred to another County Department outside of the jurisdiction of this bargaining unit, all vacation credits the employee may have accumulated under the provisions of this Agreement shall be transferred with him/her to his/her new job, to the maximum permitted for that job. Any difference will be paid in cash.

2. An employee hired prior to July 1, 2013, who resigns, retires, or is laid off prior to taking his/her vacation shall be compensated in cash for all of his/her accumulated vacation credits, except that in case of resignation, the appointing authority requires as a condition for such payment that written notice of such resignation be given to the appointing authority at least two (2) weeks prior to the effective date of the resignation or the last day of work, whichever comes first. However, upon request and at the discretion of the District Attorney, the requirements of this paragraph may be waived. In the event of the death of an employee, the employee' s beneficiary will receive full payment for all such deceased employee's unused vacation credits.

3. An employee hired into the bargaining unit after July 1, 2015, who separates from service, shall only have a maximum of six (6) weeks of accruals paid out at separation.

ARTICLE XII PERSONAL LEAVE

1. Personal leave is leave with pay for personal business including religious observance without charge against any other accumulated leave credits. All employees shall be credited with five (5) personal leaves of absence during each calendar year on January 1. Personal leave may be taken in one-half (1/2) day increments. All employees with unused personal leave days remaining at the end of the calendar year, shall be paid for all such days at their regular rate of pay. Such rate of pay will be calculated and based on the calendar year in which said

personal days were earned.

2. All requests by employees for personal leave must be made at least forty-eight (48) hours in advance of the time requested, except that in case of emergency, this requirement may be waived.

3. An employee who announces his/her intention to resign shall not be allowed to use personal leave credits during the two (2) week period immediately preceding the effective date of resignation or the last day of work, whichever comes first. However, upon request and at the discretion of the District Attorney, the requirement of this paragraph may be waived.

4. Approval for personal leave is not automatically granted and will be reviewed on a case-by-case basis. A request for personal leave cannot be denied based solely on one supervisor working, or economic considerations. However, personal leave maybe denied for the following reasons: personal leave may be denied on a holiday if granting the day off will force a member from the previous shift to work mandatory overtime. The District Attorney, or his designee, will also review the existing schedule to ensure that proper shift coverage can be obtained using the ovel time procedures as they presently exist under article VII of the collective bargaining agreement.

ARTICLE XIII SICK LEAVE

Section 1. Allowance and Eligibility

1. All employees shall be entitled to earned sick leave after one (l) month's continuous service. Employees shall earn sick leave credit at the rate of 114 day per week for a total of thirteen (13) days for each year of continuous service and shall be accrued proportionately upon the completion of each payroll. Provided, however, that an employee shall not earn sick leave credit for any weekly pay period unless he/she is in full pay status for a least two (2) work days during such weekly pay period. Full pay status shall include any authorized leave with full pay including but not limited to sick, vacation, and personal leave. Sick leave credits may be accumulated to a total of one-hundred and fifty (150) days, but no unused sick leave credits shall be compensated by additional monetary payment. An employee who is sick shall notify the immediate supervisor in charge of the unit or shift to which he/she is assigned at least one (1) hour before the start of his/her assigned work period.

2. In addition to personal sickness, leave for sickness in an employee's immediate family may be requested. An employee who needs leave for family sickness shall notify his/her immediate supervisor in charge of the unit or shift to which he/she is assigned at least one (1) hour before the start of his/her assigned work period. Approval for such leave shall only be granted by the employee's immediate supervisor.

3. An employee will not be required to produce a physician's certification of illness or fitness to return to work except that the Employer may require such certificate if the absence is for three (3) or more days, or is on a holiday, on the day before or after a holiday or a regularly scheduled day off.

4. In the event the Employer has good reason to believe that an employee is no longer physically able to continue in his/her regular duties, the Employer may require a full physical examination by a physician selected by the Employer and at the Employer's expense.

5. Should a disagreement arise between the Employer's physician and the employee's physician over the physical fitness of an employee to continue his/her job duties, then a third physician, selected by the Employer, shall make the final determination. The full cost of the services of the third physician shall be borne by the Employer.

Section 2. Extended Sick Leave

The Employer, in its discretion, may advance sick leave credits to an employee absent for personal illness who has exhausted sick leave, vacation and personal leave credits. The outstanding un-repaid sick leave advanced to any employee shall not exceed a total of thirteen (13) days. Any such advance shall be deducted from monies due to any employee upon his/her separation from service.

Section 3. Sick Leave at Half-Pay

The Employer at its discretion, may grant sick leave at half-pay for personal illness to a regular employee having not less than one (1) year continuous service after all sick leave, vacation and personal leave have been exhausted provided that the cumulative total of sick leave at half-pay shall not exceed twenty (20) work days for each year of continuous County service plus six (6) weeks additional sick leave at half-pay. An employee who is granted sick leave at half pay shall pay one half of their health insurance premium. Sick leave at half-pay shall be recommended by the Department Head, with final approval or disapproval of the Human Resources Commissioner or designee. An employee who is granted sick leave at half pay shall not be eligible to accrue any other additional credits of any kind.

Section 4. Leave for Quarantine

If an employee who is not ill himself is required to remain absent because of quarantine and presents a written statement of the attending physician or local health officer proving the necessity of the absence, he/she shall be granted leave with pay for the period of required absence without charge against any leave credits. Prior to returning to duty, such employee may be required to submit a written statement from the local health officer having jurisdiction that his/her return to duty will not jeopardize the health of any person.

Section 5. Fringe Benefits

Employees on paid sick leave shall receive full pension and insurance contributions and coverage.

Section 6. Extended Sick Leave Without Pay

In those cases where the entitlement to all sick leave has been exhausted, the Employer will consider applications for extended sick leave without pay where the employee has at least three (3) years of continuous service and there is substantial evidence that the employee will be able to return to work. Such extension shall be for not more than one (1) year and shall be granted under such conditions, as the Employer deems appropriate. However, no employees shall earn or accumulate any benefits while on such leave.

Section 7. Maternity Leave

For the period of medical disability only, accumulated sick leave shall be paid to pregnant employees for the period of time such employee is absent from work commencing on the day immediately after she has given birth to a child or circumstances terminating the pregnancy taken place, provided that at the time of return to work the employee submits a statement from her attending physician attesting to such delivery or pregnancy termination, and her ability to resume her previous duties. Such employees must return to work within one (1) year from the date on which they were required to cease employment because of pregnancy. This period may be extended six (6) months by mutual agreement. Said employee upon learning of her pregnancy shall immediately notify the Employer of same and, if possible, the probable date leave will commence.

Section 8. Payment of Unused Sick Leave

Upon the retirement, layoff or resignation of an employee for reason other than discipline, the Employer shall make a lump sum payment for one-half of all Accumulated unused sick leave credits up to a maximum of sixty (60) days for an employee commencing with his/her sixth year of service, provided that the employee on the date of his/her separation from service has accumulated a minimum of thirty (30) days of unused sick leave. Upon the death of an active employee, said benefit shall be paid to their beneficiary.

Section 9. Incentive Payments

Effective April 1st, 1999 an employee who does not use any sick leave in a calendar quarter (January-March; April-June; July-September; October-December) shall receive a cash payment of $250.00 (Two Hundred and Fifty Dollars) for that quarter.

There will be no substitution of personal, vacation, or other leaves (including 207-C leave or workers compensation leave) in reference to the incentive payment.

ARTICLE XIV SENIORITY

1. For the purposes of this Article, seniority shall be defined as the length of an employee's uninterrupted service, in rank, in the District Attorney's investigative unit, including sick leave, sick leave at one-half pay, military leave not to exceed four (4) years, reinstatement within one (1) year of resignation, worker's compensation and other approved leaves of absence which do not exceed one (1) year.

2. **Dock Days**

Commencing on the date this contract is signed, and thereafter on a calendar year basis, unauthorized leaves of absence (dock days) shall be considered an interruption in service according to the guidelines.

1. Employees receiving three (3) or more dock days during the calendar year for which no pay was granted, will have their record date of employment adjusted accordingly for all unauthorized absences during the calendar year.

2. The District Attorney or his/her designee may, at their discretion, issue disciplinary warning notices to employees who have excessively used sick leave, and dock days during the calendar year.

3. An attendance review will be made three (3) times during the calendar year: April 1st - employees shall be notified and counseled if their attendance appears unsatisfactory; October 1st and January 1st -record dates of employment will be retroactively adjusted for all employees who have received three (3) or more dock days during the calendar year.

4. Disciplinary action may be taken in the calendar year to employees using excessive amounts of sick leave and dock days, and said discipline shall not be subject to Arbitration under Article V, Section 8, except for suspension or discharge.

3. **Job and Shift Assignments**

(a) Except as otherwise provided by this Agreement, the Employer shall have the right to make any job shift assignment or transfer necessary to maintain the services of the District Attorney's Office.

ARTICLE XV PERSONNEL RECORDS

1. All employees, upon request, in writing to the District Attorney or his designee, shall be given a reasonable opportunity to review their official personnel file maintained by the District Attorney's Office and/or the Personnel Department of the County. Such review shall take place within the presence of an appropriate officer of the office/department. This file shall contain their original application for employment and any and all job evaluations, commendations, reprimands, suspensions, and any other record of action which shall have taken place during their employment with the County of Albany.

2. No letter of criticism, poor evaluation, reprimand, or any other document which could affect an employee's job may be placed in an employee's official personnel file without the employee first having an opportunity to review such documents. Should an employee, upon such action, disagree with all or part of any such document, he/she shall have the right, within three (3) days of his/her review, to place in the file, in writing, his/her comments thereon which shall become an official part of the file.

3. Every employee shall be required to furnish the Employer with updated personnel data from which shall include the employee's residence address, telephone number, or, if the employee has no telephone, a telephone number through which an employee can be reached and the name, address and telephone number of a person to be notified in case

an employee is injured or taken ill while on duty. Failure to comply with the above shall be grounds for discipline.

ARTICLE XVI WORKERS' COMPENSATION LEAVE

Section 1. Albany County has adopted a policy of self-insurance for Workers' Compensation. Any occupational injury or disease occurring January 1, 1984 or later will be the financial responsibility of Albany County. Any occupational disease or injury that occurred prior to January 1, 1984, or any reoccurrence of a disease or injury that occurred prior to January 1, 1984, is the financial responsibility of Travelers Insurance Company, the Carrier for that period.

Section 2. Albany County has engaged the services of an Administrator for the purpose of:

(a) Review of claims presented for payment.

(b) Consultation on any matters relating to the County's rights and responsibilities as a self-insured entity.

Section 3. It is mandatory that all employees immediately report injuries of any sort received while at work and in no event more than thilty (30) days after the injury occurs. The employee must fill out an Incident Report. This report should be as detailed as possible and must be signed by the employee. The Employer or supervisor must complete and sign the reverse side of the Incident Report. If, because of hospitalization or nature of disability, the employee is unable to sign the Incident Report, a union representative or family representative may sign for the employee.

Section 4. When a leave of absence is necessitated by an occupational injury or disease as defined in the Workers' Compensation Law, the employee shall be allowed a leave, upon giving notice to the District Attorney, or his designee, that he/she claims benefits under such law. The time limit and the leave of absence necessitated by such injury or disease shall be extended to one (1) year cumulatively including any period of such absence during which the employee draws vacation and sick leave credits. Such leave may be extended for further periods at the discretion of the District Attorney.

Section 5. If the employee's claim for benefits under the Workers' Compensation law is contmvelted, the employee shall not be entitled to leave as stated in Section 4. The employee may continue to receive full gross wages only to the extent that he/she has accrued sick and vacation time. When his/her time is exhausted, the Employer may suspend all payments to the employee pending a detemlination of the

controverted claim by the Workers' Compensation Board. If said determination is in favor of the employee, he/she shall be entitled to leave under Section 4, and all* absences before such final determination to the extent that the same where necessitated by his/her occupational injury or disease, shall be deemed to have been pursuant to leave under this Section. If the determination is in the employee's favor, his/her accrued time (if charged) should be properly credited.

***Note:** Compensation is allowed for injuries that caused disability beyond seven (7) calendar days. Workers' Compensation payments begin to accrue with the eighth (8th) day after disability commences. If the employee is disabled for more than fourteen (14) calendar days then compensation is also payable for the first week of disability.

Section 6. In the case of permanent incapacity, leave may be withheld or terminated, if it is determined that the occupational injury or disease suffered by the employee is of such a nature to permanently incapacitate him/her from the performance of the duties of his/her positions.

Section 7. An employee on leave for an occupational injury or disease may receive pay as follows:

(a) If it is determined that the employee is in fact disabled from performance of his/her duties, he/she may be granted full gross wages during such leave not to exceed cumulatively six (6) months for each occupational injury or disease including any reoccurrence thereof. Such wages shall be computed including all remuneration as defined in Workers' Compensation Rules 357.1.

(b) After the six (6) months provided in paragraph (a), the employee may draw accrued vacation and sick leave credits subject to the provisions of this Agreement to complement his/her award.

(c) If not drawing wages under paragraph (a) or (b), an employee may, at the discretion of the District Attorney be allowed to draw personal and sick leave at half pay pursuant to this Agreement. The District Attorney may, at his discretion, grant sick leave at half pay for personal illness to a regular employee having not less than one (1) year of continuous service after all of his/her sick, vacation and personal leave have been exhausted, provided that the cumulative total of all sick leave hereby granted shall not exceed twenty (20) workdays for each year of continuous County service.

Section 8.

An employee who receives full gross wages for any period of leave under this Section shall earn vacation and sick leave credits during such periods pursuant to this Agreement. Time will not accrue in any instance where time is advanced to the employee.

Section 9. Before accumulated sick time may be charged, medical evidence is required for any injury when the absence is greater than three (3) days. A doctor's certificate may be satisfactory. The County retains the option to require the employee to be examined, at County expense, by a physician designed by the County. In the event of failure to submit proof of illness or injury or if the evidence submitted is not satisfactory to justify the entire absence, such absence will be considered unauthorized leave, and as such, may not be charged against any accumulated time. In the case of Workers' Compensation claim, medical evidence must be obtained regardless of the length of the absence. Subsequent medical evidence may be required at reasonable intervals as necessitated by treating physician's prognosis. Suspension of medical evidence will automatically suspend all payments to the claimant except that the employee shall not be charged for the one-half day for attendance at any physical examination at the direction of the Employer.

Section 10. An award by the Workers' Compensation Board for any period for which the employee receives or received pay from the County shall be credited to the County as a reimbursement of wages paid. This reimbursement must be reflected in the employee's W-2 Statement of Wages Paid. These wages must be reported as "Workers' Compensation Wages" and are, therefore, exempt from taxes.

Section 11. Accrued leave credits, used by an employee during a period of absence for which an award of compensation has been made to the County as a reimbursement for wages paid, shall be restored to him/her in full. No restoration shall be made for any leave time advanced to a County employee. In the event that the employee dies, resigns, retires, or continues absent beyond one (1) year without further leave, cash payment for vacation and overtime credits, including any credits restored because of a Workers' Compensation award shall be made in accordance with this Agreement. In any other case, an employee restored to service after an absence for an occupational disability shall have one (1) year from date of such restoration to reduce this accrued leave credited to the limits set in this Agreement.

Section 12. Upon request of the employee to return to work at or prior to the expiration of the maximum period of allowed leave, if there is any doubt as to whether the employee is physically or mentally fit to perform the duties of his/her position, the District Attorney may require the employee to undergo medical examination, prior to reinstatement, by a physician designated by the County within seven (7) days of a written notice of intent to return to work. If reinstatement is denied, the employee may make application in the manner prescribed by Section 71 of the Civil Service Law. If an employee continues absent after the expiration of the maximum period of allowed leave, his/her eligibility for reinstatement shall be governed by Section 71 of the Civil Service Law.

Section 13. In order to enable the District Attorney to make such a determination of fitness after the employee has been on Workers' Compensation leave, he/she may require an employee at any time to be examined by a physician designated by the County.

Section 14. Where the District Attorney has refused to grant the employee pay during leave pursuant to Section 7(a) or (b), or has withheld or terminated a leave of absence on the grounds that the occupational injury or disease is of such a nature as to permanently incapacitate the employee from the performance of duties of his/her position, the employee may request the Civil Service Commission to review the determination and take appropriate action thereon.

Section 15. These provisions shall not be construed to require extension of any employment beyond the time at which it would otherwise terminate.

Section 16. In the event of a controverted case where the Workers' Compensation Board finds for the Employer, or if for any other reason the employee is overpaid in Workers' Compensation benefits, the employee's accrued leave time shall be reduced in the amount equal to the sum so paid. In the event the employee's accrued leave time is insufficient for such purpose, the Employer may apply ten (10%) percent of the employee's gross wages and one hundred (100%) percent of future accruals of leave time until the Employer is repaid.

Section 17. Health and Dental insurance coverage will continue for any employee who was already covered, as long as he/she receives any County share to complement his/her Workers' Compensation benefits. During the first twenty-six (26) weeks coverage would automatically continue. After the twenty-six (26) week period, health/dental insurance coverage will continue as long as any previously accrued time is being used. Once this time is exhausted, benefits will terminate on a time schedule identical to that used for resignation or termination. The employee is carried for one (1) month after the month in which his/her benefit time is exhausted. If the employee returns to work, then he/she will begin health and dental insurance benefits on the first day of the month after he/she has been back on the first of a month (one month lag).

ARTICLE XVII PAID LEAVE OF ABSENCE

Section 1. Bereavement Leave of Absence

(a) Each employee shall have three (3) calendar days off with pay upon notice, due to the death of a member of an employee's immediate family commencing with the day after the date of death. For the purpose of this

Section, immediate family shall be deemed to include the following only: spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, stepchildren and stepparents. In case of brother-in-law, sister-in-law or any relative living in the member's household, bereavement leave shall be one (1) day.

(b) An employee may charge accumulated sick leave time in order to extend a bereavement leave of absence in addition, personal leave up to a maximum of two (2) consecutive days may be used with documentation upon request. An employee shall not be entitled to additional days off pursuant to this Section, and the consecutive calendar days off shall include and not be in addition to, an employee's regularly scheduled day off or a holiday.

Section 2. Jury Duty and Service

Should any employee be required to serve on any jury or be involved in any jury service, such employee shall be granted a leave of absence for such necessary duty or service, and such leave shall be at full pay less monies received. Employees shall submit documentation showing jury duty was performed.

Section 3. Civil Service Examination

Employees shall be permitted the necessary time off, without any loss of time or pay, during their regular work hours so that they may participate in any open competitive or promotional Civil Service Examination held by the Civil Service Commission (Department of Civil Service) of the County of Albany, relative to the District Attorney's Office. Such time off shall be granted, provided the request for such time off is submitted at least two (2) weeks before the examination is scheduled to be held.

Section 4. Military Service Leave and Drills

Any employee who is required by any branch of the armed forces of the United States of which he/she is a reserve member, the National Guard, or the State Militia, to render military service including daily drills, shall be granted leave not to exceed thilty (30) calendar days a year, pursuant to Section 242 and 243 of the Military Law of the State of New York. Where such employees are involved in schooling programs or other programs that require time off in addition to that provided by statute, such time off will be granted upon the request of the employee, but without pay, or upon proper authorization in writing from the employee, such time off will be deducted from an employee's vacation credits, personal leave credits, or any other paid leave credits the employee may have accumulated other than sick leave, solely at the option of the employee.

ARTICLE XVIII HEALTH INSURANCE

SECTION 1.

A. Eligibility

1. The Employer shall provide hospitalization and major-medical, dental, vision and prescription insurance for each employee and the employee's eligible dependent(s).

2. A new employee shall be eligible for hospitalization and major-medical insurance on the first of the month after completing one month of continuous service. (For example, if an employee goes on the payroll on July 2nd, such employee's coverage will begin on September 1st. If an employee goes on the payroll on July 1st, such employee's coverage will begin on August 1st). Effective July 3rd, 2015, employees not contributing to their health insurance premium shall pay 2% per year until a total of 10% of the premium is reached, as outlined below:

   - July 3, 2015 - 2%
   - January 1, 2016 - 4%
   - January 1, 2017 - 6 %
   - January 1, 2018 - 8%
   - January 1, 2019 - 10%

B. Insurance Plans

1. The Employer will offer a self-funded health insurance plan for each employee and the employee's eligible dependent(s). The plan is a Preferred Provider Organization (PPO) with both in-network and out of network benefits available.

2. The office visit co-pay (PPO Option) shall be fifteen dollars ($15) per visit.

3. The Prescription Drug Plan shall provide for a fully managed plan through a select network with a mandatory generic substitution. The co-payment shall be as follows:

Three tier prescription drug formulary to be in effect 9/11/13 or as soon as practicable thereafter:

	CO-PAY
RETAIL	
Generic	**$0**
Preferred Formulary Brand	**$15**
Non-Formulary Brand	$30
DOMESTIC MAIL	**90 DAY SUPPLY**
Generic	**$0**
Preferred Formulary Brand	**1x Retail ($15)**
Non-Formulary	**1x Retail** ($30)
NON-DOMESTIC MAIL	**90 DAY SUPPLY**
Preferred Formulary Brand	**$0**
Non-Formulary	**$0**

3. The Employer may change carriers/administrators and/or provide alternative plans for funding arrangements provided such alternative plans are equivalent to the plan currently provided.

Premium Payments

1. For a full-time employee hired on or after January 1, 1989, the Employer will pay ninety percent (90%) of the plan premium for individual and/or dependent coverage

2. For part-time employees who work fifty percent (50%) or more but less than full-time, the Employer will pay fifty percent (50%) of the premium. The part-time employee must reimburse the County for the balance of the premium in order to maintain health insurance coverage.

3. The parties agree full time employees who retire from County service, with health insurance benefits, may continue said health benefits as allowed for as a retiree under the authority of the Albany County Legislature, when and if they return to work for the County, regardless of the hours worked.

D. Coordination of Benefits

For those employees whose spouses are also County employees, only one spouse is entitled to family coverage. The other spouse is entitled to individual coverage. Employees covered under this provision shall be entitled to the buy-out provision of this Article provided the criteria set forth therein is met. The County shall have the right to verify marital status or qualified domestic partnership.

E. Health Insurance Buy-Out Option

1. Effective January 1, 1995, an employee who is eligible for family coverage under the County's health insurance program, but elects to forego all medical coverage, will receive $2,000 annually in lieu of medical coverage. An employee who is eligible for family coverage but elects to take individual coverage will receive $1,000 annually in lieu of family coverage. An employee who is eligible but does not elect individual coverage under the County's health insurance plan will receive $1,000 annually in lieu of receiving individual coverage.

2. No employee shall be eligible to receive any payment authorized by the forgoing paragraph unless the employee shall have presented proof to the County that such employee and such employee and such employee's eligible dependents are covered by a plan of medical and health insurance benefits for the entire year that such employee elects not to be covered by the plan of medical and health insurance benefits provided by the County.

3. The employee will receive such payment during the third week of July or on the last pay period in December for the preceding six (6) months provided the presentation of the required proof of coverage has been received. It is the obligation of the employee to notify the County of a termination of alterative medical and health insurance coverage. Health insurance buy-out will be prorated at separation.

SECTION 2. Dental Insurance: Albany County agrees to provide at no cost to the employee, the County Dental Plan. New employees become eligible for dental insurance the first of the month after they have completed one month continuous service.

ARTICLE XIX RETIREMENT PLAN

The Employer shall continue the New York State Retirement Plan for all full time employees.

ARTICLE XX IN-SERVICE CONNECTED DISABILITY AND DEATH

Service Connected Death

Should an employee covered by this Agreement be killed while in the performance of his/her duties, the surviving spouse of such employee shall receive a death benefit equivalent to one (1) year of the deceased employee's salary that he or she normally would have received, and the surviving children under age eighteen (18) shall be entitled to receive the amount of one thousand ($1,000.00) dollars each.

ARTICLE XXI CONTINUING EDUCATION PROGRAM

Each employee, with written approval of the Employer and the County Director of Employee Relations, may participate in educational assistance programs established by the County for job-related studies, as long as the funds are available. The initial tuition cost will be shared by the County and the Employee. Upon appropriate appeal, the County will pay the entire tuition in hardship cases. The Employer and employee will agree on the educational program and upon successful completion grade. Upon completion of such program and the attainment of such grade, the County will reimburse the employee for that portion of tuition cost not initially paid by the County. However, only one course per semester per student will be allowed.

ARTICLE XXII UNEMPLOYMENT COMPENSATION

The Employer agrees to provide unemployment compensation insurance coverage for all employees covered by this Agreement as provided by New York State.

ARTICLE XXIII GENERAL PROVISIONS

Section 1. Non-Discrimination

The Employer understands that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to their age, sex, marital status, race, color, creed, national origin, or political affiliation.

Section 2. Partially Disabled Employees

The Employer agrees to make every effort to place permanently partially disabled employees on work assignments, which they are able to perform. The employer shall not be held to the bidding provisions provided for in Article XV, Section 4 (relative to the partially disabled employees).

Section 3. Facility Maintenance

The facilities at which such employees may be assigned shall include the availability of a clean and sanitary lunchroom, locker room, toilets, and adequate supply of hot and cold running water, soap, paper towels, toilet paper, a drinking fountain, and first aid materials. It shall be the responsibility of the Employer to provide for proper servicing, cleaning and maintenance of such facilities. This provision is not subject to arbitration but is appropriate for immediate implementation of a grievance or reference to Joint Labor Relations Committee.

Section 4. Personal Property Damages

The Employer agrees to replace or repair any articles of personal property of an employee that is damaged or destroyed, including clothing, eye glasses, and dentures, which happened as a result of an incident directly related to such employees carrying out the duties of his/her job, without fault or negligence on the part of such employee.

Section 5. Polygraph Tests

It is understood and agreed that no employee will be required by the Employer to take a polygraph test. The administration of such test shall be subject to employee's written consent.

Section 6. Uniforms

1. All employees in the unit who are on the payroll on the last day of the payroll period in which November 1st falls on will receive a clothing allowance equal to $300 on or about December 1st of each year of this Agreement.

2. The District Attorney's office will continue the practice of supplying routine law enforcement equipment (i.e. vest, hand cuffs, leather) to the investigators the same way as was done under their previous collective bargaining agreement with the Albany County Sheriffs Law Enforcement Supervisors.

Section 7. Deferred Compensation

Effective after the signing of this Agreement, all bargaining unit employees shall be eligible to participate in the Albany County Deferred Compensation Plan, currently provided through Public Employees Benefits Service Corporation (PEBSCO), in accordance with the terms and conditions of said plan.

Section 8. Drug Testing

Effective after the signing of this Agreement, the parties agree to a mutually acceptable drug testing policy hereby referred to as general Order (20-SD-91).

Section 9. Unpaid Leave of Absence

All determinations regarding leave without pay shall be subject to final approval by the Commissioner of Human Resources or designee.

Section 10. Probationary Period

Employees who are serving in a promotional probationary period shall have the right to return to their previous position at any time during the probation or upon the unsatisfactory completion.

Section 11. 125 Flexible Spending

Employees may participate in the county-wide Section 125 Flexible Spending Plan which currently includes deductions for health insurance premium contributions and co-pays, child care expenses and other medical expenses.

ARTICLE XXIV DEFENSE AND INDEMNIFICATION OF EMPLOYEES

Section 1. Civil Actions and Proceeding

1. Upon compliance by the employee with the provisions of paragraph 5 of this Article, the Employer shall provide for the defense of the employee in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope of his/her public employment or duties. This duty to provide a defense shall not arise where such civil action or proceeding is brought by the Employer.

2. Subject to the conditions set forth in paragraph 1 of this Article, the employee shall be represented by the County Attorney or an Assistant County Attorney in a civil action or proceeding brought against the employee for any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope set forth in paragraph 1 of this Article. The employee shall be entitled to be represented by private counsel of his/her choice in any action or proceeding whenever the County Attorney of the County of Albany or other counsel designated by the County Attorney determines that a conflict of interest exists, or whenever a Court, upon appropriate motion or otherwise by a special proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by counsel of his/her choice, provided, however, that the County Attorney or other counsel designated by the County Attorney may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel. Reasonable attorneys' fees and litigation expenses shall be paid by the Employer to such private counsel from time to time during the pendency of the civil action or proceeding with the approval of the County Legislature of the County of Albany.

3. Any dispute with respect to the determining that the alleged act or omission was not within the scope of the employee's public employment or duties, or with respect to representation of multiple employees by a single counsel or the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the Supreme Court of the State of New York upon motion or by way of a special proceeding. While resolution of this dispute is pending, the Employer shall continue the defense of the suit.

4. Where the employee delivers process and a written request for defense to the Employer under paragraph 5 of this Article, the Employer shall take the necessary steps on behalf of the employee to avoid entry of a default judgment pending resolution of any question pertaining to the obligation to provide for a defense.

5. The duty to defend as prescribed in this Article shall be conditioned upon:

   (a) Delivery by the employee to the County Attorney of the County of Albany a written request to provide for his/her defense together with the original or a

copy of any summons, complaint, process, notice, demand or pleading, within five (5) calendar days after he/she is served with such document.

(b) The full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding against the Employer based upon the same act or omission, and in the prosecution of any appeal.

6. The benefits of this section shall inure only to the employees as defined by this collective bargaining agreement and shall not enlarge or diminish the rights of any other party nor shall any provision of this section be construed to affect, alter or repeal any provision of the Workers' Compensation Law.

7. Except as otherwise specifically provided in the Article, the provisions of this Article shall not be construed in any way to impair, alter, limit, modify, abrogate, or restrict any immunity to liability available to, or conferred upon any employee by, in accordance with, or by reason of, any other provision of state or federal statutory or common law.

(a) This section shall not in any way affect the obligation of any claimant to give notice to the public entity under section ten of the Court of Claims Act, Section fifty-e of the General Municipal Law, or any other provision of law.

(b) The Employer is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of this State, or authorized by law to transact business in this State, against any liability imposed by the provisions of this section, or to act as self-insurer with respect hereto.

(c) All payments made under the terms of this section, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as other public charges.

(d) The provisions of this section shall not be construed to impair, alter, limit or modify the rights or obligations of any insurer under any policy of insurance.

Section 2. Indemnification of Civil Judgments

1. The Employer shall indemnity and save harmless its employees in the amount of any judgment obtained against such employees in a state or federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the employee was acting within the scope of his/her public employment or duties; provided further that in the case of a settlement,

the duty to indemnify and save harmless shall be conditioned upon the approval of the amount of the settlement by the County legislature of the County of Albany.

2. The duty to defend or indemnify and save harmless prescribed in this Article shall be conditioned upon:

   (a) Delivery by the employee to the County Attorney of the County of Albany a written request to provide for his/her defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading, within five (5) calendar days after he/she is served with such document.

   (b) The full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding against the Employer based upon the same act or omission, and in the prosecution of any appeal.

3. Except as otherwise provided by law, the duty to indemnify and save harmless prescribed by this Article shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employee.

4. Nothing contained in this Article shall authorize the Employer to indemnify or save harmless an employee with respect to punitive or exemplary damages, fines or penalties, or money recovered from an employee pursuant to Section 51 of the General Municipal Law; provided, however, that the Employer shall indemnify and save harmless its employees in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reason of an adjudication that an employee, acting within the scope of his/her public employment or duties, has, without willfulness or intent on his/her part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any court of this State or the United States.

5. Upon entry of a final judgment against the employee, or upon the settlement of the claim, the employee shall serve a copy of such judgment or settlement, personally or by ce1tified or registered mail within thirty (30) calendar days of the date of entry or settlement, upon the County Attorney of the County of Albany; and if not inconsistent with the provisions of this Article, the amount of such judgment or settlement shall be paid by the Employer.

6. The benefits of this section shall inure only to the employees as defined by this collective bargaining agreement and shall not enlarge or diminish the rights of any other party nor shall any provision of this section be construed to affect, alter or repeal any provision of the Workers' Compensation Law.

7. Except as otherwise specifically provided in this Article, the provisions of this Article shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity to liability available to, or conferred upon any employee by, in accordance with, or by reason of, any other provision of state or federal statutory or common law.

(a) This section shall not in any way affect the obligation of any claimant to give notice to the public entity under Section ten of the Court of Claims Act, Section fifty-e of the General Municipal Law, or any other provision of law.

(b) The Employer is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of this State, or authorized by law to transact business in this State, against any liability imposed by the provisions of this section, or to act as self-insurer with respect thereto.

(c) All payments made under the terms of this section, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as other public charges.

(d) The provisions of this section shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

Section 3. Criminal Charges

1. Upon compliance by the employee with the provisions of paragraph 3 of this section and subject to the conditions set forth in paragraph 2 of this section, it shall be the duty of the Employer to pay one-half of reasonable attorneys' fees and litigation expenses incurred by or on behalf of an employee in his/her defense of a criminal proceeding in a state or federal court arising out of a criminal proceeding in a state or federal court, arising out of any act which occurred while such employee was acting within the scope of his/her public employment or duties, upon his/her acquittal or upon the dismissal of the criminal charges against him/her. This duty to provide for a criminal defense shall not arise where such criminal action or proceeding is brought by or at the behest of the Employer.

2. Upon the application for reimbursement for reasonable attorneys' fees and litigation expenses made by or on behalf of an employee as provided in paragraph 3 of this section, the County Attorney for the County of Albany shall reasonably determine, based upon his/her investigation and his/her review of the facts and circumstances

of the criminal proceeding, whether reimbursement or reasonable attorneys' fees and litigation expenses shall be paid. The County Attorney of the County of Albany shall notify the employee in writing of such determination. Upon determining that reimbursement should be provided for reasonable attorneys' fees and litigation expenses incurred by or on behalf of any employee, it shall be the duty of the employee to notify in writing to the County Attorney the identity if the defense counsel intended to be retained by or on behalf of the employee in his or her defense of the criminal proceeding. The County Attorney shall have the right to approve the employee's choice of defense counsel and shall fmlher have the right to negotiate prospectively with said defense counsel the amount of reasonable attorneys' fees which the Employer shall reimburse to the employee upon his/her acquittal or upon the dismissal of the criminal charges against him/her. The County Attorney shall certify such expenses to the Comptroller of the County of Albany. Upon such cetlification, reimbursement shall be made for such fees and expenses upon the audit and warrant of the Comptroller. Any dispute with regard to entitlement to reimbursement, the designation of defense counsel, the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the Supreme Court of the State of New York upon appropriate motion or by way of special proceedings. Pending the outcome of the dispute, the Employer will take all reasonable steps necessary to provide for the criminal defense of the employee.

3. Reimbursement of reasonable attorneys' fees and litigation expenses by the Employer as prescribed in this Article shall be conditioned upon:

   (a) Delivery to the County Attorney or an Assistant County Attorney at the Office of the Department of Law of the County of Albany by the employee a written request for reimbursement of defense expenses together with the original or a copy of an accusatory instrument within ten (I 0) calendar days after he/she is arraigned upon such instrument.

   (b) The full cooperation of the employee in the defense of such action or proceeding against the Employer based upon the same act, and in the prosecution of any appeal.

4. Except as otherwise specifically provided in the Article, the provisions of this Article shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity available to, or any right to defense and/or indemnification provided for any governmental officer or employee by, in accordance with, or by reason of, any other provision of state or federal statutory or common law.

   (a) This section shall not in any way affect the obligation of any claimant to give notice to the public entity under Section ten of the Court of Claims Act, Section fifty-e of the General Municipal Law, or any other provision of law.

(b) The Employer is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of this State, or authorized by law to transact business in this State, against any liability imposed by the provisions of this section, or to act as self-insurer with respect thereto.

(c) All payments made under the terms of this section, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as other public charges.

(d) The provisions of this section shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

ARTICLE XXV AMERICANS WITH DISABILITIES ACT

1. With respect to compliance by the Employer with the provisions of the Americans with Disabilities Act (the "Act") and regulations issued pursuant to the Act, the Union agrees that it will have the same obligations as the Employer with respect to reasonable accommodations.

   With respect to the Employers attempt to reasonable accommodation in accordance with the provisions of the Act, and the regulations issued pursuant to the Act, the Union shall have an affirmative obligation to assist the Employer in achieving any such accommodations.

ARTICLE XXVI NO STRIKES OR LOCKOUTS

1. The Union, on behalf of itself and the employees covered by this Agreement affirms that both the Union and the employees do not assert the right to strike against the Employer or any government, to assist or participate in such strike, or to impose any obligation to conduct, assist or participate in such strike. The term "strike" means any strike or other concerted stoppage of work or slowdown.

2. The Employer will not institute or take part in any lockout of employees.

ARTICLE XXVII PRESERVATION OF BENEFITS

With respect to matters not covered by this Agreement, the Employer will not seek to diminish or impair during the term of this Agreement any benefit or privilege

provided by law, rule or regulation for employees without prior notice to the Union when appropriate, without negotiations with the Union provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the Employer by Article IV of this Agreement.

ARTICLE XXVIII SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Agreement, be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the finalization of any such decision, the parties agree to immediately commence negotiations for a substitute to the invalidated Article, Section, or portions thereof.

ARTICLE XXIX STATUTORY PROVISIONS

IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXX DURATION

This Agreement shall be effective as of January 1, 2019 and shall remain in full force and effect until and including the 31st day of December, 2021. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing at least one-hundred eighty (180) calendar days in advance of the expiration date that they desire to reopen negotiations.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR RESPECTIVE REPRESENTATIVES ON THIS ____ DAY OF _____ – 2021.

COUNTY OF ALBANY
THE ALBANY COUNTY DISTRICT ATTORNEY INVESTIGATORS

For the County

By: _____

Daniel P. McCoy
Albany County Executive

By: _____

David Soares, Esq.
Albany County Attorney

By: _____

Peter-Daniel Apostol, Esq.
Director of Employee Relations

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 294

For the Union

By: _____

John Bulgaro
President, P.E.O. I.B.T. Local 294

By: _____

Rocco Losavio
Business Agent

By: _____

William H. Ward, Jr.
Chief Shop Steward

APPENDIX A

Section 1.

1. Effective January 1, 2019, employees shall receive a 2% wage increase to all salaries (retroactive to 01/01/2019).

3. Effective January 1, 2020, employees shall receive a 2% wage increase to the base for all salaries (retroactive to 01/01/2020).

5. Effective January 1, 2021, employees shall receive a 2% wage increase to the base for all salaries, (retroactive to 01/01/2021).

   Retroactivity shall only apply to those employees on the payroll on the date of the signing of the Collective Bargaining Agreement and/or any employee who has separated from service due to retirement or disability.

APPENDIX B

INTERNATIONAL BROTHERHOOD OF TEAMSTERS DA INVESTIGATORS

	2016	2017	2018	2019	2020	2021
Investigator	$65,704	$67,018	$68,358 As of 7/1/18: $70,858	$72,275.16	$73,720.66	$75,195.08
Senior Investigator	$68,879	$70,257	$71,662 As of 7/1/18: $74,162	$75,645.24	$77,158.14	$78,701.31

APPENDIX C

LONGEVITY

Years of Continuous Longevity

Full Time Service	Total Amount Due
3-4 years	$550.
5-6 years	$750.
7-9 years	$1,000.
10-14 years	$1,300.
15-19 years	$1,650.
20-24 years	$2,100.
25+	$2,650.

Longevity to be paid the last pay period of the month in which the employee's anniversary date falls. Longevity will be pro-rated only for those employees who retire from County service through the NYS Retirement System and have minimum of six (6) months service in their last year of employment.

APPENDIX D

ALBANY COUNTY 207-C PROCEDURES

SECTION 1: APPLICABILITY

Section 207-c of the General Municipal Law provides that a detective-investigator or any other investigator who is a police officer pursuant to the provisions of the criminal procedure law employed in the office of a district attorney of any county who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment hall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefore has ceased and, in addition such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury of illness.

The following procedures shall regulate the application and benefit award process for §207-c.

SECTION 2: DEFINITIONS

a. County - The County of Albany

b. District Attorney- District Attorney of Albany County

c. Claimant - Any detective-investigator or any other investigator who is a police officer pursuant to the provisions of the criminal procedure law employed in the office of the District Attorney of the County of Albany who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties.

d. Risk Manager - the individual designated by the County of Albany who is charged with the responsibility of administering the procedures herein.

e. Section 207-c Benefits - the regular salary or wages and medical treatment and hospital care payable to an eligible claimant under §207-c. Section 207-c Benefits shall not include payment of Uniform Allowance, continued accrual of leave time, or other contractual benefits to which active employees are entitled. Health insurance benefits under this agreement shall remain in effect.

SECTION 3: APPLICATION OF BENEFITS

1. Any claimant, who is injured in the performance of his duties or is taken sick as a result of the performance of his duties, shall file a written incident report with the District Attorney and the Risk Manager within five (5) days of the injury or illness or any claims arising there from shall be hatred. Upon sufficient reason, an application for §207-c Benefits may be entertained in the discretion of the Risk Manager, notwithstanding the failure to file the necessary incident report within the required five (5) days.

   The incident report shall include the following information:

   a. the time, date and place of the incident;

   b. a detailed statement of the facts surrounding the incident;

   c. the nature and extent of the claimant's injury or illness; and

   d. the names of any possible witness to the incident.

2. An application for §207-c Benefits may be filed on behalf of a claimant within ten (I 0) days of either the date of the incident giving rise to the claim or the discovery of any incident produced injury or illness provided the necessary reporting requirements have been satisfied. The application may be made by either the claimant or by some other person authorized to act on behalf of the claimant. All applications for §207-c Benefits shall be made in writing, using any official application form, which shall include the following information:

   a. the time, date and place where the injury or illness producing incident occurred;

   b. a detailed statement of the particulars of the incident;

c. the nature and extent of the claimant's injury or illness;

d. the claimant' s mailing address;

e. the names of any potential witnesses; and

f. the name and address of all of claimant' s treating physicians.

3. The Risk Manager may excuse the failure to file the application within the ten (10) day period, upon a showing of good cause.

SECTION 4: AUTHORITY AND DUTIES OF RISK MANAGER

1. The Risk Manager shall have the sole and exclusive authority to determine whether a claimant is entitled to 207-c Benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits.

2. The Risk Manager shall have the authority to:

   a. employ experts and specialist to assist in the rendering of the determination of eligibility;

   b. require the production of any book, document or other record that pertains to the application or injury;

   c. require the claimant to submit to one or more medical examinations;

   d. require the claimant to sign forms for the release of medical information that bears upon the application;

   e. require the attendance of the claimant and all other witnesses for testimony upon reasonable notice;

   f. and do all that is necessary or advisable in the processing of said application.

   On an initial determination investigation, a claimant must cooperate with the County and provide all necessary information, reports and documentation. A

determination of initial eligibility shall be made upon the investigation without holding a hearing.

The Risk Manager shall mail a written copy of his or her decision to the claimant and the District Attorney within ten (10) days of his or her determination. The written determination shall set forth the reasons for the Risk Manager' s decision.

SECTION 5: TIME OFF PENDING INITIAL DETERMINATION

1. Pending the initial determination of benefit eligibility, any time off taken by the claimant that he or she claims is the result of an injury or illness given rise to the application shall be charged to the claimant' s leave time accruals in the following order: sick leave, personal leave, vacation leave and any such other leave time accruals as may exist. If the claimant has exhausted all of his or her available leave accruals, the Risk Manager may, in his or her sole discretion, authorize the payment of claimant's benefits throughout the period which the application is being processed, if it appears probable that the claimant will be eligible for such benefits and the Risk Manager so determines.

2. If the Risk Manager determines that the claimant is eligible for §207-c Benefits, all accruals charged to the claimant during the pendency of the application shall be re-credited to the claimant. If the applicant is determined to be ineligible for §207-c Benefits, any benefits paid to the claimant beyond the claimant's accruals shall be refunded to the County and may be recovered in a civil action or payroll deduction.

SECTION 6: MEDICAL TREATMENT

1. After the filing of an application, the Risk Manager may require a claimant to submit to one or more medical or other health examinations as may be directed by the Risk Manager, including examinations necessary to render an initial determination of eligibility, examinations or inspections conducted to determine if the claimant has recovered and is able to perform his or her regular duties, and/or examinations required to process an application for accidental disability retirement. Such treatment may include, but is not limited to medicine and/or surgical techniques deemed necessary by the appointed physicians. Any §207-c recipient who refuses to accept such medical treatment shall be deemed to have

waived his or her rights under §207-c from that day forward. In the event, however, of a conflict in medical conclusions or determinations as specified in 6.2 below, such waiver shall apply only from the date of any third physician's conclusion or determination which directs such medical treatment.

2. The claimant shall also have the right to obtain a medical or other health examinations(s) from a physician of the claimant's own choosing, for all purposes and situations outlined in 6.1 above. In the event of a conflict in medical conclusions or determinations between the physician(s) selected by the Risk Manager and the physician(s) selected by the claimant, the County and the Union will mutually agree upon a third physician to conduct an examination(s) of the claimant. The conclusion or determination of this third physician will be final and binding.

3. Medical Reports - All physicians, specialists and consultants treating a claimant or recipient of §207-c Benefits shall be required to file a copy of any and all reports with the Risk Manager. The claimant or recipient shall execute all necessary releases and shall be responsible for the filing of said reports.

4. Payment of Medical and Related Services- A claimant approved to receive §207- c Benefits must notify the Risk Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to the incurring of the expense.

5. No claim for surgical operations or physiotherapeutic costing more than $150.00 shall be paid unless they were required in an emergency or authorized in advance by the Risk Manager.

6. Bills for drugs, appliances or other supplies will require filing a copy of the prescription by a doctor with the Risk Manager for the particular items billed, stating thereon that the items supplied were implied as a consequence of the injury or illness upon which claim for §207-c benefits is based.

SECTION 7: LIGHT DUTY ASSIGNMENTS

1. Any claimant receiving §207-c benefits who is not eligible for or who is not granted an accidental disability retirement allowance or retirement for disability concurred in performance of duty allowance or similar accidental disability pension, may be examined by a physician chosen by the personnel manager to

determine the recipients ability to perform ce1iain specified light duty. Any claimant deemed able to perform specified light duty by the personnel manager may be directed by the District Attorney, in his or her sole discretion, to perform such light duty.

2. Any claimant who disagrees with the order to report for light duty may request a hearing pursuant to Section 11 under these procedures, within forty-eight (48) hours after receipt of the order, with the Risk Manager. Pending a determination with respect to the order, the claimant may use available vacation, or personal leave accruals.

3. Payment of full §207-c Benefits shall be discontinued with respect to any individual who fails or refuses to perform light duty if the same is available and offered to the individual. If the individual is ultimately found to be incapable of performing light duty following a hearing, the full amount of his or her regular salary or wages and/or accruals shall be reimbursed retroactive to the date of discontinuance.

SECTION 8: CHANGES IN CONDITION OF RECIPIENT

Every §207-c recipient shall be required to notify the Risk Manager of any change in his or her condition which may enable the recipient to return to normal duties or to be classified as eligible for light duty. This notice shall be made in writing within forty-eight (48) hours of any such change

SECTION 9: RIGHT OF PERPETUAL REVIEW AND EXAMINATION

The Risk Manager shall have the right to review the eligibility of every §207-c recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:

a. requiring recipients to undergo medical diagnosis by physician or physicians chosen by the Risk Manager;

b. requiring recipients to testify as to their current conditions;

c. and requiring recipients or any other involved parties to provide any documentation, books or records that bear on the recipient's case.

SECTION 10: TERMINATION OF BENEFITS

1. If for any lawful reason, including but not limited to all those reasons specified in these procedures, the Risk Manager determines that a recipient is no longer or was never eligible for benefits the Claim Manager shall terminate such benefits as of the date of the determination of ineligibility. Notice of such termination and the reasons therefore shall be served by mail upon the claimant and the District Attorney. The claimant, within ten (10) days after mailing of the notice of termination, may request a hearing to review the decision to terminate §207-c benefits. Pending a determination under this Section, the claimant may use available vacation or personal leave accruals. Any benefits paid to a claimant who is later determined to have been eligible for all or part of such benefits shall be required to refund to the County that amount of monies received to which to which he or she was un-entitled. If such refund is not made immediately, it may be recovered by the County in a civil action, or by payroll deduction.

SECTION 11: HEARING PROCEDURES

1. Hearings requested under the provisions of these procedures shall be conducted as follows:

   a. The Risk Manager shall designate a hearing officer, in rotating order from a panel mutually established by the County and the Union, to conduct a hearing related to the issues to be determined. The claimant may be represented by a designated representative and may subpoena witnesses. The claimant shall pay for the expenses and fees of his or her representative medical experts and any other witnesses subpoenaed by the claimant. The hearing officer shall cause a transcript to be made. After such hearing, the hearing officer shall present the record and recommendation to the District Attorney, who, shall, after review of the record and recommendations, determine whether to approve, modify or reject the recommended report. The District Attorney shall decide the matter within fourteen (14) days after receipt of the recommendation and shall notify the claimant of the decision in writing. Such decision may be

reviewed pursuant to the provisions of Article 78 of the Civil Practice Law and Rules.

SECTION 12: COORDINATION WITH WORKERS' COMPENSATION BENEFITS

1. Upon payment of §207-c Benefits, any wage or salary benefits awarded by the Worker's Compensation Board shall be payable to the County for periods during which a claimant received §207-c benefits. If the claimant shall have received any worker's compensation benefits hereunder which were required to be paid to the County, the claimant shall repay such benefit received to the County or such amounts due may be offset from and §207-c Benefits thereafter. Upon termination of §207-c Benefits, any continuing worker' s compensation benefits shall be payable to the applicant. The parties shall not be bound by any determination of the Workers' Compensation Board.

SECTION 13: DISCONTINUATION OF SALARY AND WAGE BENEFITS UNDER DISABILITY RETIREMENT

I. Payment of the §207-c Benefits shall be discontinued with respect to any claimant who is granted an accidental pension.

SECTION 14: MISCELLANEOUS

I. A claimant, who is receiving medical treatment while working, shall make every effort to schedule such medical examinations or treatment during non-work hours.