

Agreement

BY AND BETWEEN

THE COUNTY OF TOMPKINS

**TOMPKINS COUNTY
SHERIFF**

AND THE

**CORRECTION OFFICERS
LOCAL 2062 UNION**

JANUARY 1, 2015 ~ DECEMBER 31, 2017

TABLE OF CONTENTS

I	INTRODUCTION	1
II	RECOGNITION	1
III	COMPENSATION	1 - 6
IV	CIVIL SERVICE LAW	6
V	CIVIL SERVICE RULES	6
VI	TIME CARDS	6
VII	HEALTH INSURANCE	7 - 8
VIII	SCHEDULING	8 - 10
IX	HOLIDAYS	10 - 11
X	VACATION	11 - 12
XI	SMOKING POLICY	12
XII	LABOR - MANAGEMENT MEETINGS	13
XIII	PERSONAL LEAVE AND DISABILITY	13 - 15
XIV	BENEFITS UNDER SECTION 207 (C)	15
XV	BENEFITS APPLICABILITY	16
XVI	BEREAVEMENT	17
XVII	RETIREMENT PLANS	17
XVIII	LIABILITY INSURANCE	18
XIX	CLOTHING ALLOWANCE	18
XX	PERSONAL PROPERTY	18
XXI	REST PERIODS	18
XXII	MEALS	18
XXIII	MILITARY LEAVE	19
XXIV	LAY-OFF PROCEDURES	19
XXV	JURY DUTY	19
XXVI	MANAGEMENT RIGHTS	19
XXVII	RECIPROCAL RIGHTS	20 - 21
XXVIII	OUTSIDE EMPLOYMENT	21
XXIX	DUES DEDUCTION	21
XXX	SAVINGS CLAUSE	21
XXXI	SETTLEMENT	22
XXXII	TAYLOR LAW	22
XXXIII	EMPLOYEE RIGHTS	22-28
XXXIV	GRIEVANCE PROCEDURE	29-31
	SIGNATURE PAGE	32
EXHIBIT A	LOCAL CHARTER	33
EXHIBIT B	EQUIPMENT AND UNIFORMS	34
EXHIBIT C	SALARY SCHEDULES 2015-2017	35-37
EXHIBIT D	COUNTY OF TOMPKINS LOCAL LAW NO. 4	38 - 39
EXHIBIT E	SECTION 207 (C) NEW YORK STATE CODE	40 - 41
EXHIBIT F	RELIEF POSITIONS	42

I. INTRODUCTION

1. This settlement, effective the first day of January 2015, shall remain in force and effect through December 31, 2017. The County of Tompkins shall hereinafter be referred to as the County, the Sheriff of Tompkins County shall hereinafter be referred to as the Sheriff, and the Tompkins County Correction Officers Local 2062 shall hereinafter be referred to as the Union.
2. The Public Employees' Fair Employment Act of the State of New York, the other provisions of the State Civil Service Law, and local laws or resolutions now or hereafter adopted by the County which are not inconsistent with said Act shall govern the terms of this settlement.

II. RECOGNITION

1. The County recognizes the Union as the sole and exclusive representative for the following titles: Cook (Jail), Head Cook (Jail), Correction Officer, and Correction Sergeant. Attached hereto and made a part hereof (Exhibit A) is a copy of the recognition agreement for the Tompkins County Corrections Officer Union recognizing said bargaining agent.
2. The Union affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike, in accordance with Section 210 of the Public Employees Fair Employment Act.
3. The parties agree that the term "part time employees" shall be used throughout the Agreement to identify the specific hourly rates of pay, hours of work, and other terms and conditions of employment that are applicable to part time Corrections Officers. In those instances where "employee" appears, it shall mean full time Corrections Officer.

III. COMPENSATION

1. The 2015-2017 schedules of job titles allocated in labor grades, is attached as Exhibit C, and made part hereof.
1. New employees will be hired at the minimum salary for the position during the life of this contract. New employees who transfer from other jurisdictions to the same or comparable title and new employees who have one or more years of experience in the same or comparable title from previous employment, if they have completed mandatory training, the new employee may be hired at an appropriate point above minimum as determined by the Tompkins County Sheriff. The Commissioner of Personnel shall inform the President of the Union of any employee hired above minimum.
2. Annual Salary Increase: Annualized Salaries are Approximate Only. (Exhibit C)

Effective	01/01/2015	- 2.25% salary increase
Effective	01/01/2016	- 2.25% salary increase
Effective	01/01/2017	- 2.25% salary increase

In addition, the 2017 base line salary is raised as follows (non-accumulative):

+\$500	for Step 7	(New step 6)	5-8 yrs
+\$750	for Step 8	(New step 7)	8-10 yrs
+\$750	for Step 9	(New step 8)	10-15 yrs
+\$1,000	for Step 10	(New step 9)	15-20 yrs
+\$1,000	for Step 11	(New step 10)	20+ yrs
+\$1,000	for Sergeants	for Steps 1 and 2	

- a) Retroactivity only applies to employees on payroll at the time of ratification of both the Union and the Legislature and any former employees who have retired directly with a pension from NYS Retirement System
 - b) The annual salary will be the hourly rate of pay times the total number of scheduled work hours in a contract year.
 - c) All employees are required to report twelve (12) minutes prior to the normal start of any shift as defined in this contract for the purpose of briefing/population count. The twelve (12) minutes prior to the normal start of any shift will be paid at the straight hourly rate for time worked only.
3. Should any enhanced Retirement System benefits become available to the Union employees during the life of this contract, the parties agree to re-negotiate wages and negotiate the retirement benefits which, if approved, would become effective in the next contract year. The re-negotiation of wages and the negotiation of the retirement benefits would only apply to those employees of the Union who are eligible to join the Police and Fire Retirement System. Such negotiations could result in decreasing the wages in the present agreement.

4. Work Week

All full-time Corrections staff will be scheduled to work 40.0 hours per week. An employee automatically accepts the standard workweek of the department as a condition of employment.

5. Computation of Overtime

- a) For employees with a 40.0 hour work week, time and a half will be paid for all hours worked over 8.0 hours in a 24 hour workday, as defined by the shifts in this contract, or for hours worked when an employee is called into work on his/her regularly scheduled day off.
- b) Effective 01/01/2015, and in lieu of payment of overtime, an employee at his/her option may elect compensatory time, in whole or part, computed as set forth herein, up to a maximum of eighty (80) hours. Compensatory time shall be calculated like overtime, at the rate of one and one half times (1.5X) the number of hours, or part thereof worked (Example: work 8 hours, equals 12 hours of compensatory time). The compensatory time amount herein shall be a "floating cap." (Example: accumulates 80 hours, uses 40 hours, can accumulate another 40 hours, and so on). An employee who has accumulated the maximum compensatory hours

set forth herein, and works overtime, shall be paid overtime and not be entitled to elect compensatory time until he/she is below the maximum accumulated hours. All requests shall be submitted to the Sheriff or designee a minimum of seventy-two (72) hours in advance of the requested starting time to use compensatory time. The Sheriff or designees shall advise the employee no later than twenty-four (24) hours prior to the starting time to use compensatory time. Upon receiving a request for utilization of compensatory time, at a time when the Sheriff, or his designee, determines that no additional time off can be granted without incurring overtime expense, the Sheriff, or his designee, shall canvas all part-time Corrections Officers to determine if any are willing to work the tour of duty in which the compensatory time off was requested, so long as the part-time employee who agrees to work that shift has not already exceeded forty (40) hours in that workweek (thus making him eligible for an overtime payment). After determining whether or not a part-time Corrections Officer is available to work the shift for which the compensatory time off was requested, the Sheriff, or his designee, in their sole and complete discretion, may or may not grant the request. In a particular pay period, all overtime worked must be either compensated (paid) overtime, or banked as compensatory time. Once granted, the compensatory time shall not be rescinded. In the event of an exigent circumstance, the Sheriff or designee may waive the minimum notice herein. An employee may request to have some or all of his/her accumulated compensatory time paid out two (2) times each year, upon written notification by the employee to the designated individual in the Sheriff's Office responsible for payroll to provide payment of the compensatory time amount requested. The first (1st) request for payment shall be in the first (1st) pay period of June, to be paid no later than the last pay period in June, and the second (2nd) request shall be in the first (1st) pay period of December, to be paid no later than the last pay period in December of each year. All unused compensatory time at the end of each year, up to the maximum as set forth herein, shall be carried over to the next year.

- c) The County will pay a \$1.25 per hour shift premium to all employees who are scheduled to work on "A Shift" or "C Shift" (i.e. 11:00 p.m. to 7:00 a.m. or 3:00 p.m. to 11:00 p.m.). Shift premium shall be paid only for hours actually worked by the employee.
- d) If an employee works 3 or more hours as an extension for the 7:00 - 3:00 p.m. shift, shift premium will be paid for those hours worked in a qualifying shift if the total is three hours or more.
- e) Hours not actually worked (i.e. Vacation, Holiday, Personal Leave, Disability Leave and 207-c) will be paid at the regular hourly rate for the position. Overtime and shift premium will not be calculated on fringe time.

6. Trainee Travel

Employees attending basic training in the title of Correction Officer will not be paid for time traveling to and from the training location.

7. Part-time Payment

Payment for part-time employees will be the hourly rate of pay times the total number of scheduled work hours in a contract year.

8. Reinstatements

- a) Any person rehired within one year from the date of resignation in the same classification from which he/she resigned shall be hired at the same point in the salary schedule as if the employee had not resigned with the exception of part-time Corrections Officers who shall be paid at the Part-time employee rate of the Salary Schedule.
- b) Any employee on an unpaid leave of absence reinstated within one year from the date the unpaid leave of absence began will be reinstated to the same point in the salary schedule as if the employee had not taken a leave of absence.

9. Voluntary Demotion

If an employee is permitted to take a voluntary demotion after having been promoted, and he/she returns to his/her former position, he/she will return to the hourly rate of pay he/she would have been earning had he/she never taken the promotion.

10. Vacancies

- a) If a mandatory eligible list (three or more names) exists, the Department Head must either use the list or make the list optional before a vacancy may be posted and a provisional or temporary may be made.
- b) If a mandatory eligible list (three or more names) does not exist, or if the position is in the non-competitive, labor or exempt class, the County, through the Office of Human Resources (as Civil Service Agency for the County), shall post all vacancies for a minimum of 15 days. If competitive class, such vacancies may be filled on a temporary or provisional basis in accordance with the provisions of Section 64 or Section 65 of the New York State Civil Service Law. If non-competitive, labor or exempt, such positions may be filled on a temporary, seasonal or permanent basis as the needs of the County require and in accordance with the terms and conditions of this collective bargaining agreement.
- c) Public notice of examinations shall be in accordance with the Civil Service Rules for Tompkins County, Rule VI.
- d) If a situation meets the promotional criteria specified in Section 52-7 of the New York State Civil Service law, posting will not occur.

11. Employee - Definition

Full-time, part-time, temporary, and seasonal definitions will be those contained within the N.Y.S. Civil Service Law or the Civil Service Rules of Tompkins County, whichever is applicable.

- a) Part-time Correction Officers shall be in the Civil Service Competitive Class, and must meet all requirements set forth by Civil Service Law and the Civil Service Rules for Tompkins County.
- b) Part-time Correction Officers pay shall start and remain at the part-time pay rate with no movement through the step system. Pay increases are subject to collectively bargained increases.

- c) Part-time Correction Officers shall not be eligible for any health insurance benefit or other fringe benefits, such as accrued paid leave and others, with the exception of enrollment in the NYS Retirement System, as required.
- d) Part-time Correction Officers shall not be eligible for shift bidding. If a part-time Corrections officer does not want to fill hours, the hours will be mandated to full-time officers per the contract.
- e) Part-time Correction officers will be required to successfully complete the Corrections Officer Training Academy ("Academy") within one year of hire, and any other training deemed necessary.
- f) Part-time Correction Officers shall not be used for transports, unless all full-time officers are afforded the opportunity and decline said duty.
- g) Part-time Correction Officers will not be considered when officers submit for time off in accordance with the bidding for time off section of the contract
- h) Part-time Correction Officers may be utilized to fill vacancies created by 207c or Disability after 14 calendar days from first day of vacancy per occurrence and not to exceed 90 days per vacancy.
- i) All part-time Correction Officers will be certified Corrections Officers according to the DCJS guidelines.
- j) The Sheriff may hire a "pool" of part-time Correction Officers.
- k) No additional part-time Correction Officers will be hired when there is a full-time Correction Officer position vacant.
- l) Overtime (OT) for regular shifts and transports will not be covered by the 2 part-time shifts. It will first be offered to full-time Correction Officers before it is offered to part-time Correction Officers. If part-time Correction Officers do not accept the shift, the junior full-time Correction Officer will have to accept the OT.
- m) Two (2) 40 hour posts will be filled, as part-time Correction Officers are available, Monday to Friday, with Part-time Correction Officers above the standard COC minimum requirement.
- n) The (2) 40 hour posts can be utilized to allow a full time Correction Officer to use benefit time at the discretion of the on duty Sergeant.

12. Work Shift - Definitions

- a) A Shift: any shift starting from 11:00 PM through 7:00 AM
- b) B Shift: any shift starting from 7:00 AM through 3:00 PM
- c) C Shift: any shift starting from 3:00 PM through 11:00 PM

13. Paychecks

Whenever feasible, the Finance Department will make available for pickup, before 4:30 p.m. on Wednesday of each pay period, to authorized personnel as designated by the Sheriff or his designee, paychecks for A-shift employees only. The checks will be secured until 7:00 a.m. Thursday at which time they may be released.

14. Mileage Reimbursement

Correction Union employees authorized by the Sheriff or his/her designee to use their personal vehicles in the absence of a County vehicle will be paid the prevailing Internal Revenue Service business travel rate for the use of such vehicles.

15. Mandatory Call-In

- a) Call-in will be by seniority (most senior first). Seniority will be the last hire date in the title. The employees shall rotate on list. If an employee does not answer (the phone) or is called and comes in, the employee goes to the bottom of the list. The least senior employee must accept the call, with the exception of part-time Correction Officers, which shall be determined.
- b) Call-in for shift supervision is restricted to employees in the title of Correction Sergeant. Call-in for non-supervisory shift coverage is restricted to employees in the title of Correction Officer. Call-in for the duties of transport and hospital coverage is available to employees in the titles of Correction Sergeant and Correction Officer.
- c) For call-in requiring an employee with special training or certification, she/he will be called by seniority from among those having the required training or certification.
- d) Employees will be guaranteed two hours of work if called in outside Of their regular shift. They will be paid at the prevailing rate of pay.

IV. CIVIL SERVICE LAW

Civil Service status of Sheriff's Office employees will be in accordance with Local Law No. 4 of 1984 as specified in Exhibit E.

V. CIVIL SERVICE RULES

A copy of the Tompkins County Civil Service Rules is available in the Tompkins County Human Resources Office and on the internet at <http://tompkinscountyny.gov/files2/personnel/CSR.pdf>

VI. TIME CARDS

Each employee's time card will be filled out in ink on a daily basis and signed by the employee on the last scheduled work day of the pay period except those employees on vacation or other authorized leave. If any change or alteration to an employee's time card is made by the supervisor, the supervisor will provide the employee with a copy of the time-card with all changes.

VII. HEALTH INSURANCE

1. Employees shall be covered under the Greater Tompkins County Municipal Health Insurance Consortium in those plans that have been designated as available to Tompkins County employees. Employees hired on or after the date of ratification of this contract by the Tompkins County Legislature, shall enroll in the Platinum 90 Plan with the same employer/employee cost sharing basis of 80/20, and shall not have the opportunity to change health insurance plans during any subsequent annual benefit open enrollment period, nor due to a qualifying event. Election to participate in a County sponsored health insurance plan is voluntary, however, if participation is waived, the County reserves the right to request verification of alternate health insurance plan coverage, in accordance with the Affordable Care Act or other laws as applicable. If participation is waived at the time of hire, an employee will be able to elect coverage only during annual benefit open enrollment, or due to a qualifying event as defined by the health plan, and the provisions outlined herein.
2. The County shall pay 80% of the Health Insurance Premium for single and family coverage for participating employees. Participating employees will pay 20% of the Health Insurance Premium.
3. To offset the cost of moving from an employee premium share of 15% to 20%, the County will (on an annual basis) deposit an amount equal to the annual differential, into a tax-exempt "Medical Expense Reimbursement Plan", previously referred to as a VEBA account. The yearly deposit will increase or decrease by the same percentage that the annual Health Insurance Premium increases or decreases. Reform provisions of the Affordable Care Act, Department of Labor, and Internal Revenue Service regulations (including Code 105(9) and others) regulate the provisions of such a plan, which will hereby be known as a "Health Reimbursement Account" (HRA). The HRA account provides for tax exempt funds to be set aside for the purpose of reimbursement for eligible out-of-pocket medical expenses. Eligibility is dependent upon an employee being enrolled in a group health plan sponsored by Tompkins County; and further, effective January 1, 2017, dependents must be enrolled in the group plan in order for the plan to reimburse eligible expenditures they incur.
 - a) The HRA account associated with the premium differential will be available only to employees on payroll on or before January 1, 2001.
 - b) Employees who are not enrolled in health insurance through Tompkins County are not eligible for an HRA payment.
 - c) In addition, effective June 1, 2005, each employee who is enrolled in the Tompkins County traditional indemnity health insurance plan will receive an annual HRA of \$200 for employees with individual coverage and \$500 for employees with family coverage. Only employees who are enrolled in the traditional indemnity health insurance plan through Tompkins County are eligible for this HRA.
4. All employees who participate in a Health Care Plan provided by Tompkins County automatically pay health care premiums with before- tax dollars. If an employee prefers to pay health insurance premiums on an after-tax dollars basis, the employee must complete a Select Benefits form to elect that option at the time of initial enrollment, or during the annual benefit open enrollment period.

5. Employees must sign up for Medicare Part A as soon as eligible.
6. At the time of retirement, an employee who is eligible for health insurance in retirement, if such a program is offered at the time of retirement, has the option of converting accrued, unused vacation, compensatory, and holiday leave hours (pursuant to contract limitations), into a fund (escrow account) to pay monthly retiree health insurance premiums until such fund is exhausted. Employees must be enrolled in a County sponsored health insurance plan at the time of retirement, and retire directly into the NYS Retirement System to be eligible. This provision is not a guarantee or promise of entitlement to retiree health insurance, availability of such options are at the discretion of the County.
 - a) Number of sick, vacation, compensatory and holiday hours at time of retirement.
 - b) Number of (hours)x(hourly rate) = \$____.

The dollars in item b will be used to pay monthly health insurance premiums for as long as dollars remain.
7. If the employee dies before the escrow fund is used and the spouse has county health insurance coverage, the spouse's health insurance will be paid as if the employee hadn't died. If employee dies and has no spouse, the balance of funds will be paid to employee's estate.
8. All retirees that are enrolled in a County retiree health insurance plan are required to enroll in Medicare Part B upon qualification, and must provide verification of such enrollment to the Department of Human Resources. This requirement applies to Medicare eligible spouses and dependents that are enrolled in such a plan, as applicable.
9. Prescription Drug Co-Pays vary per plan as chosen by the employee or otherwise abridged in this contract.
10. Should a plan be discontinued by the provider the County may replace with another plan as long as it is equal to or greater than the previous plan. If not equal to or greater than it must be negotiated.

VIII. SCHEDULING

1. As of March first and September first of each year, the Sheriff or his designee will post a schedule of holiday and vacation for the following 26 week bid period. During February and August, from the 15th to the 25th employees may bid for holidays and vacation time off for the upcoming 26 week bid period with the most senior employee given preference. Seniority is defined as all time in title in service in the corrections division of Tompkins County. After February 25th and August 25th no "Bumping" by senior officers will occur, and holiday and vacation requests will be granted on a first come first serve basis.
2. The Sheriff or his designee may, at their sole discretion, grant the request of any two employees to exchange tours of duty or days off as long as the rotation schedule will allow and provided that in the opinion of the Sheriff or his designee they are equally capable of performing each other's respective jobs and able and willing to make the exchange. Neither employee shall gain any additional overtime

pay as a result of such an exchange, regardless of total hours worked. Employees may have six (6) months during which to "pay back" a shift exchange.

3. The Sheriff, or his/her designee, is authorized to approve and disapprove requests for time off.

4. CORRECTION STAFF

- a) Correction Officers and Sergeants will bid for shift by seniority as defined as all time in title in the Corrections Division of the Tompkins County Sheriff's Office. Shifts will be available for bidding on the first day through the tenth day of February and August for the 26 week bid periods beginning in March and September. Part-time Corrections Officers are not eligible for shift bid.
 - b) The employee holding the special assignment of Records Officer is not part of the bidding process.
 - c) Newly hired Correction Officers are excluded from bidding on the 11:00 p.m. to 7:00 a.m. shift during their training period.
 - d) The bidding shall be made on the current shift schedule. The Sheriff reserves the right to re-assign staff necessary in order to comply with the minimum staffing standards as established by the NYS Department of Corrections for the facility, or when a shift needs a female Correction Officer. In such circumstances the least senior Correction Officer shall be reassigned for the duration of the assignment.
5. The annual shift schedule will be the basis for assignment of the shift. If a vacancy occurs in the titles of Correction Officer or Sergeant of an expected duration of at least five (5) consecutive working days and the vacancy reduces the shift coverage below the required staffing the Sheriff or his designee may reassign another officer from another shift. In such circumstances, an employee shall be reassigned by seniority. If there is no acceptor for the assignment, the least senior employee will be reassigned for the duration of the assignment.
 - a) Vacancies (encumbered positions) may be due to disability, other types of leave of absence, suspension, termination, vacation and holidays, retirement, or resignation. Both parties recognize that a permanent vacancy may result in hiring a new officer and the training period of up to one year creates a vacancy which meets the criteria for reassigning an officer from another shift. Vacant positions due to disability may be filled using part-time Corrections Officers after 14 days of absence, but not to exceed 90 days.
 - b) Employees will be given a minimum of forty-eight (48) hours advanced notice of change in shift assignment.
 - c) At the end of the six (6) months, if the vacancy continues, the shift change will be re-bid. If the vacancy continues for more than one (1) year, the parties agree to schedule a meeting to discuss the vacancy and assignment of the duties.
 - d) The re-assignment of shift will be conducted using the following criteria:

- i) The Sheriff or his designee will review the shift assignments when a vacancy of five (5) or more working days is expected to occur.
 - ii) The shift(s) with more officers assigned will be identified and officers of the identified shift(s) will be contacted in order by seniority and asked to change shift.]
 - iii) The officer with the least seniority is required to accept the change of shift if a voluntary shift change has not been completed based on seniority.
- e) The Sheriff agrees to maintain a record of shift changes resulting from these re-assignments, including the reason and placement, and to provide the information to the Union upon their written request.

IX. HOLIDAYS

1. The Sheriff's Office will observe paid holidays for the duration of this agreement according to the following schedule:
 - New Year's Day
 - Martin Luther King Jr. Day
 - Lincoln's Birthday
 - Washington's Birthday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving Day
 - Day After Thanksgiving
 - Christmas Day

A holiday schedule will be distributed on an annual basis.
2. Holidays may accumulate to a maximum of 24 days.
3. The Corrections Division will be open on holidays.
4. Employees shall work the holiday in accordance with the natural rotation of the Sheriff Department work schedule. Employees working the holidays shall receive pay for the holiday at time and one-half.
5. If a scheduled holiday falls on the regularly scheduled day off of an employee who works the standard work week of the department, the employee will be granted an extra day without loss of pay.
6. The total number of compensatory days off for holiday purposes (12) shall be granted to each employee at the Beginning of the contract year. Holidays may not accumulate to more than 24 days.

7. If an employee has used more holiday time at termination than would have been used with the holiday schedule above, payment for those days will be deducted from the employee's last paycheck. If an employee has accumulated Holiday days, such days shall be paid out at the time of separation from service (per the contractual limits), unless the separation is due to termination for disciplinary reasons, with the exception of any Holiday days representing dates that are after the date of separation from service.
8. Employees who have not scheduled their holiday time during one of the two window periods (see Section VIII), the employee must provide at least 24-hour advance notice of the request to the Sheriff or his/her designee. The Sheriff or his/her designee may then approve or disapprove the time off as requested, subject to the needs of the department.

X. VACATION

1. Full-time employees shall be eligible to take paid vacation after six (6) months employment with the County. EFFECTIVE 1/1/2018, employee vacation time shall become an "allotted benefit"; to be credited to the employees' vacation time balance at the beginning of the year. The "allotted" vacation time will be calculated similarly to "accrued" vacation time as described in this Article

2.

Years completed from <u>last hire date</u>		Maximum <u>Granted/Year</u>
At least	But less than	
1 month	5 years	10
5 years	8 years	15
8 years	10 years	16
10 years	12 years	17
12 years	14 years	18
14 years	15 years	19
15 years +		20

3. Employees with accumulated vacation equal to two (2) years vacation days will stop accumulating vacation time, and will start accumulating when the vacation balance goes below the two-year maximum accumulation.
4. The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken. No shift premium or calculation of overtime applies.

5. All vacation time must be requested of and approved by the sheriff or his/her designee. The Sheriff will be responsible for scheduling vacation time. Vacation cannot be denied to any employee by the Sheriff in instances where vacation time will be lost due to maximum accrual and the employee has requested vacation time at least 10 working days in advance of the day on which his/her vacation must start. Employees who have not scheduled their vacation time during one of the two window periods (see-Section VIII), must provide at least 24 hours advance notice of the request to the Sheriff or his/her designee. The Sheriff or his/her designee may then approve or disapprove the time off as requested, subject to the needs of the department.
6. If a scheduled holiday falls within an employee's vacation period, they will be granted an extra day of vacation without loss of pay.
7. Employees who are taken sick or injured while on vacation may charge such time to disability leave or sick time effective from the time the employee sees a doctor and the doctor certifies the employee is unable to work through the period of disability covered by the doctor's statement. The doctor's statement must be submitted to the Sheriff for transmittal to the Commissioner of Personnel.
8. Vacation anniversary dates shall not be adjusted for employees who take an unpaid leave of absence. A pro-rated amount of vacation time, based on all hours paid, shall be credited to an employee's vacation account as of his/her anniversary date.
9. Terminal pay
 - a) Any employee who is laid off, resigns or retires shall receive up to two year's earned vacation time if the employee gives ten working days notice to the Commissioner of Personnel of his/her resignation and the employee works at least ten days following such written notice. Paid vacation time received at the time of termination does not apply to any specific period of time and cannot be used to extend the termination date.
 - b) All earned vacation time shall be paid to an employee's estate upon his/her death, in accordance with a).
 - c) An employee discharged by the County is not eligible for vacation pay at the time of such discharge.

XI. SMOKING POLICY

County Code, Chapter 72, Article I and Administrative Policy 02-13 prohibits smoking in any County-owned or occupied buildings or vehicles. All Tompkins County facilities and property, whether owned or leased, shall be smoke-free as of November 1, 2011, with the following exception: Sheriff's Office - A designated area will be approved by the Sheriff for employees only. All signage

XII. LABOR-MANAGEMENT MEETINGS

The County/Sheriff and the Union shall meet at the request of any party to discuss terms and conditions of employment. Any changes made shall be subject to Taylor Law procedures. The request shall be in writing, addressed to the Sheriff and Commissioner of Personnel, or the union President or his/her designated representatives. The request shall contain the specific subject matter or matters to be discussed. The meeting shall be scheduled by mutual agreement.

XIII. PERSONAL LEAVE AND DISABILITY

1. Each full-time employee shall be credited with six (6) days of personal leave on the first day of the first payroll period paid in January of each year.
2. Each full-time employee hired after the first pay period of the contract year shall be eligible to accumulate personal leave time at the rate of one day per month for their first six months of employment (not to exceed six (6) days in any contract year) or until they are eligible for personal leave in accordance with Section XVI
3. See Section XVI on Benefits Applicability for rules governing personal leave time for employees working other than full-time. Part-time Corrections Officers shall not be eligible for personal leave time.
4. Employees must report all absence or tardiness as early as possible by contacting the Sheriff or his/her designee and giving the following information: name, reason for absence, and length of time expected to be absent. Unless it is for an emergency, the employee must give at least 24 hour advance notice to the Sheriff or his/her designee for approval of time off for personal reasons. Employees may avail themselves of personal leave in hourly blocks to cover the aforementioned circumstances.
5. Personal leave is to be used any time an employee needs or wants time off for any reason. Unless it is for an emergency, this must be submitted for approval to the Sheriff or his/her designee at least twenty-four hours in advance. This leave shall not be unduly denied. However, the Sheriff or his designee shall have the right to limit the number of employees on leave at any one time.
6. Personal leave shall accumulate to a maximum of twelve (12) personal days over a two year period. Updates occur January 1st of each contract year and the maximum accrual upon update will not exceed 12 personal days in any two year contract period. Personal leave will be paid out at the time of separation from service unless the separation is due to termination for disciplinary reasons, and unless negotiated by settlement agreement.
7. Employees on unpaid leave of absence shall not accumulate personal leave time during the unpaid leave.



8. Disability Leave

a) Disability leave (for personal illness/injury) with full pay, at the employee's regular rate of pay, will be granted to employees from the date the employee is deemed unable to work, as documented by a medical provider, subject to the completion of a County "Medical Leave of Absence" Form, and submission of said form to the employee's Supervisor and the Department of Human Resources within twenty-four (24) hours of the date such leave will commence, or as soon as practicable in extenuating circumstances. Up to thirty days advance notice of the need for disability leave for personal illness/injury shall be provided when an employee has advance knowledge of their need for such leave. Employees will be required to provide documentation from their physician substantiating the need for such leave.

Employees may elect to use other accrued paid leave entitlements up to a maximum of three (3) days prior to needing a doctor's statement substantiating the absence, however, such a statement is required if employee wishes to request the use of disability leave.

b) The County and the Union agree to abide by provisions and regulations of the Federal Family and Medical Leave Act (FMLA). For eligible employees, as required by law, any medical leaves of absence determined to be for an FMLA qualifying condition will be designated as such, including occupational leaves.

c) Leaves of absence under the FMLA will run concurrent with any other medical leaves of absence (including occupational leaves), and an employee must utilize all disability leave and accrued paid leave prior to going into an unpaid leave status.

d) Employees will be notified by the County's Disability Plan Administrator or Department of Human Resources designee, of their need to submit a medical certification form completed by their physician containing the nature of their illness/injury, expected length of absence, and other information as required in accordance with the Family and Medical Leave Act (FMLA) and other applicable laws. Such medical certification shall be submitted in accordance with instructions provided, and additional medical certification may be requested during an absence as necessary to determine continued eligibility for leave, in accordance with laws.

e) Leave of absences resulting from work related illness or injury ("occupational") require the completion and submission of a County Medical Leave of Absence Form AND a County Incident Report Form to the employee's Supervisor within 24 hours of occurrence. Both forms must be received by the Department of Human Resources no later than 48 hours after such occurrence

f) Employees returning from disability leave who have exhausted their disability leave entitlement shall be required to serve six (6) consecutive months before being eligible for disability leave again. Additional disability leave entitlement shall not accrue while an employee is absent on disability leave or other medical leave of absence.

- g) The County shall reserve the right to provide the above disability leave benefit either by self-insurance or private insurance carrier.
- h) See Section XVII on Benefits Applicability for rules governing disability leave time for employees working other than full-time.
- i) Prior to returning to work from any medical leave of absence (occupational and non-occupational), an employee is required to submit a physician's statement of release to return to work, containing sufficient details regarding the employee's fitness to return to work, and listing any restrictions or limitations. Such documentation will be reviewed by the County's Plan Administrator or Department of Human Resources designee as appropriate, to ensure the ability of an employee to safely return to work.
 - a. The County shall have the right at its discretion to verify the report of the attending physician concerning the illness or disability of an employee and to require the employee to be examined, at the County's expense, by a physician selected by the County to determine the nature and extent of the illness or disability.
- j) The County and the Union agree to abide by provisions and regulations of the Federal Family and Medical Leave Act (FMLA). The County reserves the right to require an employee to substitute accrued paid leave during an FMLA absence, prior to an employee being in an unpaid leave status. Workers' Compensation, 207-C, and Disability Leaves of absence that are also FMLA qualifying will be concurrently designated as FMLA leave.

Maximum Length of Continuous Service	Disability Leave (days)	Personal Leave (days)	Total Maximum Hours
Up to 1 year		6	48
At least 1 year	15	6	168
2 years	35	6	328
3 years	55	6	488
4 years	75	6	648
5 years	95	6	808
6 years	115	6	968

XIV. BENEFITS UNDER SECTION 207(c) OF THE GENERAL MUNICIPAL LAW

Employees covered under Section 207(c) injured or incurring illness in the performance of duties shall receive wages and medical and hospital expenses, as outlined in Section 207(c) of the General Municipal Law but shall not receive holidays, vacation or sick time. If they had health insurance coverage, they shall be allowed to continue health insurance benefits. See Exhibit F for Section 207(c).

XV. BENEFITS APPLICABILITY

1. Permanent and Provisional Employees

- a) All employees appointed in a permanent or provisional basis who are appointed to work a standard work week, shall receive personal/disability leave hours, vacation time, bereavement pay and holiday pay. They shall be eligible to sign up for health insurance and are required to enroll in the NYS Retirement System..
- b) All employees appointed on a permanent or provisional basis who are appointed to work other than a standard work week shall accumulate personal/disability leave and vacation time pro-rated on the basis of percentage of hours paid from anniversary date multiplied by the total vacation or personal/disability leave hours a full-time employee would earn. Use of personal time shall be pro-rated on the same basis. They shall be eligible to sign up for health insurance and are required to enroll in the NYS Retirement System. . They shall receive holiday pay and bereavement pay on the following basis:
 - (i) Employees working five days per week shall receive bereavement or holiday pay based on the average daily hours worked in the last two full pay periods.
 - (ii) Employees working less than five days per week shall receive bereavement and holiday pay for any hours normally scheduled for the bereavement day or holiday. Employees' schedules may not be changed to either grant or deprive them of bereavement or holiday pay.
- c) The above subsection notwithstanding, all employees appointed on a permanent or provisional basis who are appointed to work less than 33 percent of the time on an annual basis (86 work days per year) shall not receive any of the following benefits: personal pay, disability, vacation time, bereavement pay and holiday pay.

2. Temporary Employees

- a) All employees originally hired on a temporary basis for longer than 120 days shall be eligible for the same benefits as permanent and provisional employees.
- b) Employees originally hired for 120 days or less shall not receive any of the following benefits: health insurance, personal/disability leave, bereavement pay and holiday pay. If an employee originally hired for fewer than 120 days is continued in the same position in the same department for longer than 120 days or receives a permanent or provisional appointment in the same title in the same department, that employee shall be eligible to sign up for health insurance as of that date or the date of provisional or permanent appointment, (not retroactive- per applicable regulations), and will accumulate vacation and personal/disability leave from the original date of hire.

XVI BEREAVEMENT

1. In the event of the death of an employee's immediate family member: spouse/domestic partner; parent (including step-parents, parents of domestic partner, and mother/father-in-law); child (including stepchild, foster child, and children of domestic partner); sibling (including step-siblings, and brother/sister-in-law), grandparent, grandchild, or any relative that is an actual member of employee's household (written documentation may be requested to verify residency of other household members); upon request, and proper notification of the need for such leave, the employee shall be excused from work, if the employee was scheduled to work, with pay at his/her request, for up to four (4) days. One (1) day of the four (4) may be retained for later interment. The parties agree to allow the use of up to four (4) days referenced in Section 1 within thirty (30) days of the employee's receipt of notification of a qualifying death. The requested bereavement days must be used consecutively and cannot be spread out over the 30-day period, unless a request to do so is made and approved. Employees may still retain one day for interment. Where special circumstances exist which prohibits use within the 30-day period, a request may be made to the County Commissioner of Human Resources and the Sheriff for other accommodations, and they shall have sole authority to grant an exception and the decision shall not be precedent setting, nor subject to the grievance and arbitration procedure.

2. An employee covered under this agreement may request the use of accrued paid leave to attend services for relatives or others not included above. Employee may be required to submit a notice of death or other evidence attesting to the validity of the absence in accordance with the County's customary bereavement process.

Alternative (to number 2): In the event of the death of any relative not outlined in Section 1 of this Article, consideration will be given to excuse the employee from work at his/her request on the day of the funeral, through the use of accrued paid leave, at the discretion of the Sheriff or designee.

XVII RETIREMENT PLANS

1. The new Career Plan (Section 75(i)), N.Y.S. Employees' Retirement System, will take effect on January 22, 1990.
 - a. Employees covered under Section 75(i) and retiring after January 22, 1990, with 20 or more years of credited service will receive 1/50th of their final average salary for each year of service credit. (Employees retiring with fewer than 20 years of service remain under the provisions of Section 75(e), which provides 1/60th of the final average salary for each year of service credit.)
2. For eligible employees in the titles of Correction Officer and Sergeant the county will offer retirement coverage under section 89p no later than July 1, 1999 or prior to expiration of the plan as determined by New York State.
 - a. The death benefit will be paid in accordance with the provisions of the N.Y.S. Employees' Retirement System.

XVIII LIABILITY INSURANCE

See Exhibit E Tompkins County Local Law #4, 1984.

XIX CLOTHING ALLOWANCE

1. The County will provide the regulation uniform upon original hire (See Exhibit C) to full-time employees of the Sheriff's Office in the titles of Correction Officer, and Sergeant. Individual items will be replaced to a maximum of \$400 per calendar year for all eligible employees. A portion of the \$400 may be spent on cleaning. The maximum clothing allowance shall be five hundred dollars (\$500.00). All purchasing, cleaning and replacement will be done through the Tompkins County Purchasing Department.
2. When an employee is absent for more than four consecutive months, the clothing allowance will be pro-rated.
3. Uniforms damaged in the line of duty and reported in writing to the Sergeant within three days will be replaced, exclusive of

XX PERSONAL PROPERTY

1. Eyeglasses or contact lenses, wristwatches, and false teeth damaged through no fault of the employee while the employee is engaged in the performance of police duty shall be replaced under the following conditions:
 - a. The employee must, in writing, notify the immediate supervisor prior to the end of the shift, stating article damaged and description of incident which resulted in such damage;
 - b. Supervisor shall notify the Sheriff, in writing, within two working days of the claim for damage;
 - c. The employee must file the claim for reimbursement within ten working days from the date of the incident. The claim shall include the bills for replacement or repair of the damaged article.
 - d. The Sheriff shall file the necessary claim for reimbursement with the insurance company or the person responsible for the damage and the court having jurisdiction over the case. The County shall be entitled to the reimbursement if it has reimbursed the employee for the damaged article(s).

XXI REST PERIODS

All employees will be allowed a twenty-minute rest period during each full shift they work.

XXII MEALS

Meals shall not be provided to any Department personnel who are off duty nor shall any meals be provided to any Department personnel who are relieved from their duties during their meal break in accordance with the law.

XXIII MILITARY LEAVE

Military leave will be granted in accordance with applicable Federal and State laws when employees are required to attend ordered military service.

XXIV LAY-OFF PROCEDURE FOR COMPETITIVE CLASS EMPLOYEES

Competitive class employees in the Sheriff's Office will be laid off in accordance with Section 80 of the Civil Service Law.

XXV JURY DUTY

An employee scheduled for Jury Duty shall notify the Sheriff or his designee of such notification at least five (5) working days prior to the reporting date. The employee's shift shall be changed to B shift for the days scheduled for and required to report to Jury Duty. The employee will be paid at the regular straight hourly rate of pay for all hours actually engaged in Jury Duty during the B Shift. If the employee is not engaged in Jury Duty for the full 8- hour shift, they may request to use fringe benefit time to cover the balance of the shift. The employee will not be paid in excess of 8 hours for any scheduled workday assigned to Jury Duty.

XXVI MANAGEMENT RIGHTS

The County and Sheriff retain the sole right to manage department business and services and to direct the working force, including the right to decide the number and location of business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating business and services, and the control of the buildings, real estate, parts, materials, and all equipment which may be used in the operation of business or in supplying services; to determine whether and to what extent the work required in operating business and services shall be performed by employees covered by this agreement; to maintain order and efficiency in the Sheriff's Office operations, including the sole right to discipline, suspend, and discharge employees for cause; to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to determine the schedule of the Sheriff's Office; and to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as expressly provided in this agreement or provided by law.

The above rights of the County and Sheriff are not all-inclusive but indicate the type of matters or rights, which belong to and are inherent to the County and Sheriff. Any and all the rights, powers and authority the County and Sheriff had prior to entering this agreement are retained by them, except as expressly and specifically abridged, delegated, granted or modified by this agreement.

XXVII RECIPROCAL RIGHTS

1. The County and the Union will administer their obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of race, color, sex, religion, age, marital status, national origin, disability, ex-offender status, Vietnam-era veteran status, or sexual orientation.
2. The County will not interfere with, restrain or coerce the employee because of membership or lawful activity in the Union.
3. The County recognizes the right of the employees to designate one representative of the Union to appear on their behalf to discuss terms and conditions of this contract. The employee representatives shall not exceed one employee per shift and the Union president or his/her designee. This is not to be construed to restrain the Sheriff from the department's day-to-day operation including direction to the employee.
4. The employee will use the designated employee representative for each shift. If the employee representative is unavailable, the employee may use any officer of the Union.
5. The Union agrees that it and its members will restrict the amount of necessary Union activity conducted on County time to the lowest possible minimum and agrees to use everything in its power to prevent abuses using County time privilege and advising its members when necessary for any abuse of this privilege.
6. The employee representative and Union president shall be permitted to attend grievance hearings and PERB hearings, when deemed necessary, without loss of pay. All Union officials and representatives shall obtain permission from their department head for them to leave their jobs.
7. The Sheriff shall be notified in writing 48 hours in advance of the name of the employee and the employee representative who will be attending said meetings.
8. The Union representatives shall notify the Sheriff on arrival of their presence and the reason for said visit.
9. The Union shall have the right to post notices and communications on the bulletin boards maintained on the premises and in the facilities of the Sheriff's Office subject to the approval of such notices by the Commissioner of Personnel.
10. The Union will promptly advise the Sheriff and Commissioner of Human Resources in writing of all its officials and representatives and of any changes.

11. Union time off - Time off without pay shall be granted for Union conferences, provided ten working days notice is given in writing to the Sheriff, with a limit of two persons in the Corrections Division, one must be a current union officer (president, vice-president, secretary/treasurer, or other union officers specified as an elected official of the union as submitted in writing to the Sheriff). The second employee may alternatively charge off such time against benefit time. The ability to charge off such time must be pre-approved by the Sheriff or his/her designee. There will be a maximum limit of ten total days aggregate per year.

XXVIII OUTSIDE EMPLOYMENT

Any member of the Sheriff's Office covered by this agreement may engage in extra work for another employer outside the employee's regular hours of duty provided that the employee completes a notice of secondary employment to be filed with the Sheriff prior to starting the secondary employment, provided such extra work does not interfere or conflict with the employee's regular duties as a member of the Sheriff's Office or availability for emergency duty; and does not impair nor affect the employee's physical condition to the extent that it impairs the ability of the employee to perform such duties effectively. No employee of the department may use any Department equipment, uniform or other property thereof while employed in any capacity outside of the Tompkins County Sheriff's Office. Any statutory prohibitions regarding secondary employment shall be applicable. Employment in a capacity as a law enforcement officer shall require prior approval of the Sheriff consistent with the known practices in the department.

XXIX DUES DEDUCTION

Upon receipt of a signed authorization from an employee in the Sheriff's Office, the regular monthly dues of the Union shall be deducted from such employee's pay. Annually, the treasurer of the Union will notify the Commissioner of Personnel of the amount of dues to be deducted. Deductions shall be made on the first and second pay period of each month shall be remitted promptly to Council 82.

Indemnification. The Union shall indemnify the County and any department of the County and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the County or any department of the County for the purpose of complying with the provisions of this article.

XXX SAVING CLAUSE

In the event any provisions of this settlement shall conflict with any of the provisions or requirements of any state or federal law, the provisions of the state or federal law shall prevail and the settlement shall not be invalidated by such a conflict.

XXXI SETTLEMENT

A copy of this settlement, including the grievance procedure, will be given to all present employees. It shall also be the responsibility of the Personnel Department to send each employee any changes in the contract.

XXXII TAYLOR LAW (Section 204-A)

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

XXXIII EMPLOYEE RIGHTS

Section 1: Standard of Review

No employee shall be disciplined, discharged, reduced in rank or compensation without just cause.

Section 2: Definitions

- 1) Discipline: includes any written reprimand or written reference to an oral reprimand, reduction in compensation, demotion in salary grade, imposition of a fine or suspension, which the Department seeks to impose on a unit member as a penalty for misconduct or incompetence.
- 2) Discharge: means termination from service as an employee of the Department or of a unit member represented by the Union.
- 3) Department: means the Tompkins County Sheriff's Office.
- 4) Sheriff: Sheriff of Tompkins County or his/her designee.
- 5) Union: means the Tompkins County Correction Officers Union.
- 6) Representatives: means any person designated by the Union to act on behalf of the grievant and/or Union.
- 7) County: means Tompkins County.
- 8) Employee: means any person represented by the Union.
- 9) Days: means regular business days of the County.
- 10) Service: means the delivery of written Notice by certified mail, return receipt requested or hand delivery of Notice.
- 11) Counseling Memorandum: means a written communication to an employee intended to call attention to minor breaches in policy and for the purpose of instructing the employee in more appropriate conduct or correcting the employee's behavior. Counseling memoranda are not intended to draw conclusions of fact or to punish. Its admissibility is limited only for the purpose of establishing that a memo was issued.

Section 3: Investigation

In the event that the Sheriff learns of an allegation of employee misconduct that generates concern for the safety and welfare of other employees or the public, the Sheriff may suspend the employee against whom the allegations are made, with pay, up to thirty days in order to further investigate the allegation. If the allegation proves unfounded, all records of the allegation shall be destroyed and the employee shall immediately return to active duty with no loss of pay, benefits or other benefits. If, after further investigation, the Sheriff believes the allegation to be substantiated, disciplinary action may be taken pursuant to this Article. The Union President shall be advised, prior to any investigative interviews, the names of the employees to be interviewed and the date and location of said interviews.

Section 4: Right To Representation

Prior to an employee being summoned to a meeting with the Sheriff or the County for matters of discipline or discharge, or for investigations concerning the same, the employee will be made aware that she/he has the right to Union representation and the issue to be discussed at the meeting. The employee, by written communication to the Sheriff and the Union President, may waive the right to Union representation. Except in extremely extenuating circumstances the Sheriff shall provide the employee with twenty- four (24) hours notice of the meeting.

Section 5: Statute of Limitation

No discipline or other action against an employee shall be commenced more than eighteen (18) months after the alleged misconduct or incompetence complained of.

Section 6: Personnel File

The employer shall keep one official personnel file on each employee. The file shall be kept at the Personnel Department and is not to be considered a public document open to the general public. Whenever any material is to be placed in an employee's file, the Sheriff, prior to the placement, will notify the employee and if the material is derogatory in nature, the employee will have the right to confront the said author of said material before it is placed in the file. Further, the employee may write a response to the derogatory material, or may grieve it if the County places it in the employee's file over the objections of the employee. After a period of eighteen (18) months the derogatory material shall be expunged from the file.

The employee or his/her designee shall have the right to review the contents of his/her file by giving, at least, seventy-two (72) hours notice. The employee or his/her designee shall be given copies of all documents that are placed in the employee's personnel file. Except in cases where litigation is pending, the employee who requests a copy of their file must pay the County twenty-five (\$.25) cents per page for additional copies over the initial copy.

Section 7: Procedures For Notice To Discipline

Where the Sheriff, upon further investigation, has probable cause to believe that an employee is guilty of misconduct or incompetence, the Sheriff shall initiate disciplinary action by serving upon the employee a Notice of Discipline (See Appendix 1). This Notice shall contain all charges, supporting specifications and the penalty being sought. Within twenty-four (24) hours of service of the Notice of Discipline upon the employee, the President of the Union shall be provided with a copy of the Notice.

In addition to the Notice of Discipline, the employee will also be served with a "Notice For Arbitration" (See Appendix 2) and "Notice of Hearing Waiver" (See Appendix 3) forms. Within ten days of receipt of the Notice of Discipline, the employee shall serve upon the Sheriff either a Notice of Hearing Waiver or Notice For Arbitration form. Upon failure by the employee to provide to the Sheriff either the Notice For Arbitration or Notice of Hearing Waiver within the ten (10) days, the charges shall be deemed sustained and the penalty being sought may immediately be imposed.

Should the employee serve the Sheriff with a Notice For Arbitration, with suspension or discharge as the penalty being sought, the employee will be suspended with pay and benefits.

Section 8: Discovery

The Sheriff, County and Union agree that disclosure of information can assist the parties in reaching resolution of a dispute involving discipline or discharge. Therefore, the parties agree to provide to the requesting party, upon three (3) days written request the following information:

- a. Names of any known witnesses with knowledge of facts relevant to the charges or specifications;
- b. any documents, lab tests, scientific tests, photographs, video tapes, drawings, charts, etc..., which relate to the charges or specifications;
- c. copies of sworn statements made by witnesses;
- d. the identification of any witnesses with first hand information which would tend to mitigate or intensify the penalty.

In no case shall either side be entitled to discovery of the work product of any attorney or labor consultant, retained by either party.

Section 9: Procedures For Arbitration

Should the Union desire that an unresolved discipline be submitted to arbitration, notice of the demand for arbitration together with a copy of the grievance, shall be sent by registered or certified mail to the Commissioner of Personnel for Tompkins County, and the Sheriff. The County and Union have agreed to proceed in the selection of an arbitrator as outlined in XXXIV, Subsection 4, Step 3 of this contract.

If post-hearing briefs are required by the arbitrator or requested by the County or Union said briefs are to be received by the arbitrator within twenty-five (25) calendar days of the close of the oral arguments, at which time the hearing will be deemed closed. If no briefs are required or requested the hearing will be deemed closed at the conclusion of oral arguments.

The arbitrator shall have thirty (30) calendar days to render a decision which shall be final and binding upon all parties to the arbitration. Copies of the Decision and Award shall be mailed to the parties' representatives.

The arbitrator and the parties to the arbitration shall be bound by the Voluntary Rules and Procedures of the American Arbitration Association.

The parties, by mutual agreement, may provide for a stenographic record. In such case the transcript shall serve as the official transcript of the hearing. The costs shall be borne equally between the County and the Union.

The cost of the arbitration shall be borne equally between the County and the Union. Each party shall bear their own witness and exhibit fees.

The employee may, at his/her expense have his/her own representative present at the arbitration. The Union must be present at any meetings held outside the arbitration hearing that take place between the County and/or Sheriff and employee's representative. By mutual agreement the Union and the County can extend any time frame contained herein.

Section 10: Burden and Quantum of Proof

The Department shall bear the burden of proving that the employee is guilty of the charges alleged. In non-discharge cases, the Department must establish the employee's guilt by a preponderance of the evidence. In discharge cases, the Department must establish the employee's guilt by clear and convincing evidence.

Section 11: Limitation on Choice of Forums

The parties agree that the procedures outlined in the Article are the exclusive procedures for the review of employee disciplinary and discharge actions. The parties expressly waive all rights to proceed under Civil Service Law Sections 75 and 76.

Section 12: Informal Resolution Procedure

Prior to the service of formal charges, the Sheriff may initiate an informal meeting with the employee and the Union, if the employee requests the presence of the Union, for the purpose of attempting to resolve the situation informally. In the event that the meeting does not resolve the disciplinary action, formal charges may be served on the employee at the end of the meeting.



APPENDIX 1

NOTICE OF DISCIPLINE

TO: _____
Name of Employee

Address

Please be advised that, as Sheriff of Tompkins County, I have determined that there is probable cause for the following charge(s) to be placed against you.

1. Charges in detail (SEE: Article for scope):
2. Penalty Sought:

Within ten (10) business days of receipt of these charges you must mail to the Sheriff, at (address) by certified mail, return receipt requested, or by personal service upon the Sheriff either the enclosed Notice of Hearing Waiver or Notice for Arbitration form. Should you fail to so mail or so serve the Notice for Arbitration or Notice for Hearing Waiver form within ten (10) business days the charges will be deemed sustained and the County may thereafter move to impose the penalty sought.

Date of Notice _____
Tompkins County Sheriff

Attachments: Copy of Article XXXV
Notice For Arbitration form
Notice of Hearing Waiver form

cc: President Tompkins County Corrections Officer Union



APPENDIX 2

NOTICE FOR ARBITRATION

TO: Name and address of Sheriff

I, _____, hereby notify the County and Sheriff of Tompkins County of my intention to demand an arbitration hearing on the charges placed against me, which were specified in the Notice of Discipline, dated _____.

Date of Notice _____

Employee

Address

cc: President Tompkins County Corrections Officer Union

APPENDIX 3

NOTICE OF HEARING WAIVER

TO: Name and address of Sheriff

I, _____, hereby waive my right to an arbitration hearing on the charges placed against me, which were specified in the Notice of Discipline dated _____. I further understand my waiving of the arbitration hearing is a waiver to seek redress in any other forum. I also understand by waiving my rights to an arbitration hearing then I am allowing the County the right to determine the case and fix the penalty, if any, against me.

Date of Notice _____

Employee

XXXIV GRIEVANCE PROCEDURE

1. Definitions: As used herein, the following terms shall have the following meanings:
 - a) "Employer" shall mean the Sheriff and the County of Tompkins.
 - b) "Union" shall mean the Tompkins County Correction Officer Union.
 - c) "Employee" shall mean any person or persons covered by the terms of this Agreement and directly compensated by the County.
 - d) "Grievant" shall mean employees, groups of employees, or the Union acting on behalf of same, alleging a grievance.
 - e) "Supervisor" shall mean an employee or officer on a higher level of authority above the employee and who assigns and supervises the work of the employee and approves the employee's time record or evaluates the employee's work performance.
 - f) "Days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this grievance procedure.
 - g) "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the existing Agreement, laws, rules, procedures, regulations, administrative orders, work rules of the County of Tompkins or the Tompkins County Sheriff's Office, which relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees; provided, however, that such term shall not include any matter involving the allocation of a position to a position class or title and the allocation of a position class to a salary grade. Neither shall such term include retirement benefits, disciplinary proceedings, or any other matter, which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law, except as provided in this Agreement.

2. General
 - a) Each employee shall have the right to present a grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal; and shall have the right to be represented by the Union at all stages of the grievance procedure.
 - b) Written responses required from the grievant hereunder shall be submitted to the Sheriff and the Commissioner of Personnel; written responses of the County hereunder shall be submitted to the employee involved and to the Union.

3. Time Limits

The time limits set herein for the presentation of grievances in all stages may be waived or extended by mutual agreement of the parties involved.

4. Procedure

Step 1: Immediate Supervisor Stage

- a) An employee, or the union, shall present the grievance in writing to the Chief of Corrections within ten (10) days after the alleged grievance occurs. The Chief of Corrections, upon receiving such grievance, shall make a good faith effort to resolve same, including as appropriate, discussions with the employee, investigation and consultation with the employee's immediate supervisor. The Chief of Corrections shall reply to the employee and the Union in writing within ten (10) days of submission of such grievance.
- b) If the matter is satisfactorily resolved, the employee, Chief of Corrections, or an appointed authority and a Union representative, shall each sign a memorandum showing the nature of the grievance, and stating that the matter has been satisfactorily resolved. A copy of this memorandum shall immediately be sent to the Commissioner of Personnel. Said memorandum shall remain filed permanently in the employee's file.

Step 2: Department Head Stage

- a) In the event the Union wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the Sheriff in writing within ten (10) days from the receipt of the Step 1 decision. The Sheriff, Commissioner of Personnel, or their designees, shall hold an informal hearing within ten days after receiving said appeal. The employee and Union representative may appear at the hearing and present oral or written statements or arguments. The Sheriff, Commissioner of Personnel, or their designees, shall issue a written decision to the Union by the end of the tenth day after the close of said hearing.

Step 3: Arbitration Stage

- a) Within ten (10) days of receipt of the Step 2 decision, should the union desire that an unresolved grievance be submitted to arbitration, notice of the demand for arbitration, together with the copy of the grievance shall be sent to the Sheriff and Commissioner of Personnel. The Commissioner of Personnel shall contact the next arbitrator from a mutually agreed upon Panel of Arbitrators by both parties.

The County and union agree to the following Arbitration Panel:

TO BE DETERMINED

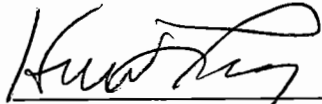
- b) Arbitrators shall be requested to render their decision on any matter submitted to arbitration within thirty (30) days of the date that the arbitration hearing was held, or within thirty (30) days of the submission date of any written briefs, should such be required
- c) The arbitrator shall have no power to add to or subtract from or modify the provisions of this Agreement in arriving at a decision of the issues presented. The arbitrator's decision shall be binding on both parties. All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

ac

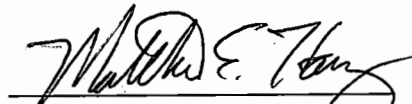
SIGNATURE PAGE

FOR THE SHERIFF AND COUNTY

FOR THE UNION


Ken Lansing, Sheriff

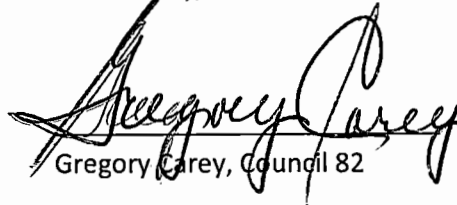
9/18/17
Date


Matt Harey, President

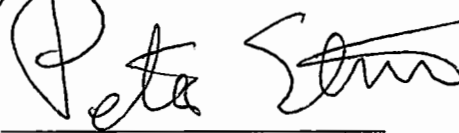
9-18-17
Date


Jim Dennis, Legislator


9/13/17
Date


Gregory Carey, Council 82

10-5-17
Date


Peter Stein, Legislator


9/13/17
Date


Lisa Siegard, Corrections Officer

9/19/17
Date


Joe Mapeane, County Administrator

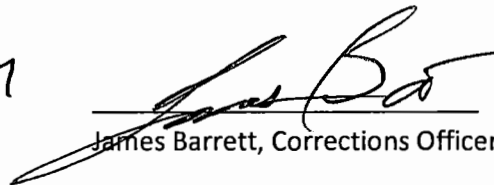
9/6/17
Date


Jeff Potter, Corrections Officer

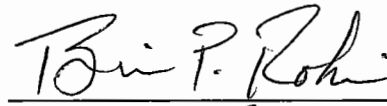
9/19/17
Date


Amy Guerri, Commissioner of HR

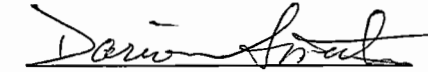
9/6/17
Date


James Barrett, Corrections Officer

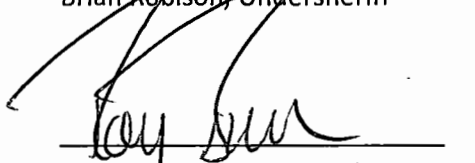
9-22-17
Date


Brian Robison, Undersheriff

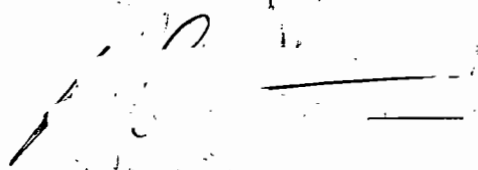
9/18/17
Date


Darwin Smith, Correction

9/21/17
Date


Ray Bunce, Corrections Lieutenant

9/18/17
Date



9-21
Date

QC

The American Federation of State, County and Municipal Employees

Affiliated With The American Federation of Labor and Congress of Industrial Organizations

Grants This

Local Charter

to

TOMPKINS COUNTY SHERIFFS DEPARTMENT EMPLOYEES
LOCAL 2861

WHEREAS, the ECQG ZES such local union C.O constitute the main body in the state for the purpose of a thorough union of the employees within the jurisdiction as described. The union C.O. by establishing its power and authorized jurisdiction in membership by reason of the jurisdiction in the jurisdiction in accordance with the Constitution of the American Federation of State, County and Municipal Employees, the jurisdiction shall be as follows:

CORRECTORS AND SHERIFFS OF THE TOMPKINS COUNTY, NEW YORK, SHERIFFS DEPARTMENT

PROVIDED

Further, that the local Executive Board shall have the authority to charter and jurisdiction as provided in the Constitution of the American Federation of State, County and Municipal Employees.

AND PROVIDED

Further, that no person otherwise eligible for membership in this union shall be denied membership, on a basis of unqualified equality, because of race, creed, color, national origin, sex, age, sexual orientation or political belief.

WITNESSE MY HAND AND SEAL OF THE OFFICE OF THE CLERK OF THE COUNTY OF TOMPKINS, NEW YORK, THIS 1st DAY OF JUNE, 1961.

Richard W. Carter
Clerk of the County of Tompkins, New York

<i>Ronald C. ...</i>	<i>Charles ...</i>	<i>...</i>
<i>Benjamin J. ...</i>	<i>William ...</i>	<i>...</i>
<i>Henry ...</i>	<i>...</i>	<i>...</i>
<i>...</i>	<i>...</i>	<i>...</i>
<i>...</i>	<i>...</i>	<i>...</i>
<i>...</i>	<i>...</i>	<i>...</i>
<i>...</i>	<i>...</i>	<i>...</i>
<i>...</i>	<i>...</i>	<i>...</i>
<i>...</i>	<i>...</i>	<i>...</i>
<i>...</i>	<i>...</i>	<i>...</i>
<i>...</i>	<i>...</i>	<i>...</i>



EXHIBIT B

EQUIPMENT AND UNIFORMS

Corrections Personnel Initial Issue Quantity

Winter Jacket	1 department issued
Sweater	1 each
Winter Gloves	1 pair
Badges	2 each
Hat (Stetson)	1 each
Rain Cap Cover	1 each
Collar Insignia	2 pair
Name Tag	1 for shirt, 1 for coat
Pants	3 pair
Shirts	3 long sleeve, 3 short sleeve
Tie	1 each
Tie Bar	1 each
Shoes/Boots	1 pair of each (Authorized vendors only)
Handcuffs	1 set

Leathers consisting of: Inner duty belt
Web ultra duty belt (for outside facility)

Holster for duty weapon
1 molded belt keepers
Ammo carriers and cases
Handcuff case
Latex glove pouch
Radio holder

Additional items available through clothing allowance:

Lightweight Jacket
Badge Wallet
Handcuffs
Handcuff Case
Web Duty Belt (for inside jail use)
Key Keeper (choice of style)
Kevlar Search Gloves
Microphone carrier for radio
Flashlight holder
Belt Keepers
Handcuff Keys
Body Armor (Dept. specs)
Winter Hat
Dept Casual Shirt (1 long sleeve, 1 short sleeve)
Duty Flashlight

2015 TOMPKINS COUNTY CORRECTIONS SALARY SCHEDULE FOR 40 HR WEEK

EXHIBIT C
Annualized
Salaries are
Approximate Only

CORRECTION OFFICER			Job Grade 34-406, Labor Grade 0		
Step	At Least	But Less Than	Hourly Rate	Bi-Weekly	Annual (2080 hrs)
1	0 yr	1 yr	17.44	1,395	36,275
2	1 yr	2 yrs	18.98	1,518	39,478
3	2 yrs	3 yrs	20.50	1,640	42,640
4	3 yrs	4 yrs	21.52	1,722	44,762
5	4 yrs	5 yrs	22.56	1,805	46,925
6	5 yrs	8 yrs	23.84	1,907	49,587
7	8 yrs	10 yrs	24.06	1,925	50,045
8	10 yrs	15 yrs	24.41	1,953	50,773
9	15 yrs	20 yrs	24.62	1,970	51,210
10	20 yrs	25 yrs	24.74	1,979	51,459
11	25 yrs		24.85	1,988	51,688

CORRECTIONS SERGEANT			Job Grade 36-411, Labor Grade F		
Step		Hourly Rate	Bi-Weekly	Annual (2080 hrs)	
1	Hire Rate	26.15	2,092	54,392	
2	Work Rate	28.23	2,258	58,718	

* After 1 yr in title of Correction Sergeant move from Hire to Work Rate

HEAD COOK, JAIL'			Job Grade 32-421, Labor Grade B		
Step	At Least	But Less Than	Hourly Rate	Bi-Weekly	Annual (2080 hrs)
1	0 yr	1 yr	16.61	1,328.80	34,548.80
2	1 yr	2 yrs	18.14	1,451.20	37,731.20
3	2 yrs	3 yrs	19.67	1,573.60	40,913.60
4	3 yrs	4 yrs	20.71	1,656.80	43,076.80
5	4 yrs	5 yrs	21.73	1,738.40	45,198.40
6	5 yrs	8 yrs	22.97	1,837.60	47,777.60
7	8 yrs	10 yrs	23.27	1,861.60	48,401.60
8	10 yrs	15 yrs	23.49	1,879.20	48,859.20
9	15 yrs	20 yrs	23.79	1,903.20	49,483.20
10	20 yrs	25 yrs	23.92	1,913.60	49,753.60

COOK, JAIL			Job Grade 31-403, Labor Grade A		
Step		Hourly Rate	Bi-Weekly	Annual (2080 hrs)	
1	Hire Rate	18.37	1,469.60	38,209.60	
2	Work Rate	20.20	1,616.00	42,016.00	

2016 TOMPKINS COUNTY CORRECTIONS-SALARY SCHEDULE FOR 40 HR WEEK

EXHIBIT C
Annualized
Salaries are
Approximate Only

CORRECTION OFFICER			Job Grade 34-406, Labor Grade D		
Step	At Least	But Less Than	Hourly Rate	Bi-Weekly	Annual (2080 hrs)
1	0 yr	1 yr	17.83	1,426	37,086
2	1 yr	2 yrs	19.41	1,553	40,373
3	2 yrs	3 yrs	20.96	1,677	43,597
4	3 yrs	4 yrs	22.00	1,760	45,760
5	4 yrs	5 yrs	23.07	1,846	47,986
6	5 yrs	8 yrs	24.38	1,950	50,710
7	8 yrs	10 yrs	24.60	1,968	51,168
8	10 yrs	15 yrs	24.96	1,997	51,917
9	15 yrs	20 yrs	25.17	2,014	52,354
10	20 yrs	25 yrs	25.30	2,024	52,624
11	25 yrs		25.41	2,033	52,853

CORRECTIONS SERGEANT			Job Grade 36-411, Labor Grade F		
Step		Hourly Rate	Bi-Weekly	Annual (2080 hrs)	
1	Hire Rate	26.74	2,139	55,619	
2	Work Rate	28.87	2,310	60,050	

* After 1 yr in title of Correction Sergeant move from Hire to Work Rate

HEAD COOK, JAIL			Job Grade 32-421, Labor Grade B		
Step	At Least	But Less Than	Hourly Rate	Bi-Weekly	Annual (2080 hrs)
1	0 yr	1 yr	16.98	1,358.40	35,318.40
2	1 yr	2 yrs	18.55	1,484.00	38,584.00
3	2 yrs	3 yrs	20.12	1,609.60	41,849.60
4	3 yrs	4 yrs	21.18	1,694.40	44,054.40
5	4 yrs	5 yrs	22.22	1,777.60	46,217.60
6	5 yrs	8 yrs	23.49	1,879.20	48,859.20
7	8 yrs	10 yrs	23.79	1,903.20	49,483.20
8	10 yrs	15 yrs	24.02	1,921.60	49,961.60
9	15 yrs	20 yrs	24.33	1,946.40	50,606.40
10	20 yrs	25 yrs	24.46	1,956.80	50,876.80

COOK, JAIL			Job Grade 31-403, Labor Grade A		
Step		Hourly Rate	Bi-Weekly	Annual (2080 hrs)	
1	Hire Rate	18.78	1,502.40	39,062.40	
2	Work Rate	20.65	1,652.00	42,952.00	

gc

2017 TOMPKINS COUNTY CORRECTIONS SALARY SCHEDULE FOR A 40 HR WEEK

EXHIBIT C
Annualized
Salaries are
Approximate Only

CORRECTION OFFICER			Job Grade 34-406, Labor Grade D		
Step	At Least	But Less Than	Hourly Rate	Bi-Weekly	Annual (2080hr)
PT	Part-Time Officer		18.23	1,458.40	37,918.40
1	0yr	1yr	19.85	1,588.00	41,288.00
2	1yr	2yrs	21.43	1,714.40	44,574.40
3	2yrs	3yrs	22.50	1,800.00	46,800.00
4	3yrs	4yrs	23.59	1,887.20	49,067.20
5	4yrs	5 yrs	24.93	1,994.40	51,854.40
6	5yrs	8 yrs	25.39	2,031.23	52,812.00
7	8yrs	10 yrs	25.88	2,070.45	53,831.60
8	10yrs	15yrs	26.10	2,088.05	54,289.20
9	15yrs	20yrs	26.35	2,108.06	54,809.60
10	20 yrs +		26.46	2,116.86	55,038.40

CORRECTIONS SERGEANT			Job Grade 36-411, Labor Grade F		
Step			Hourly Rate	Bi-Weekly	Annual (2080 hrs)
1	Hire Rate		27.82	2,226	57,866
2	Work Rate<		30.00	2,400	62,400

* After 1 yr in title of Correction Sergeant move from Hire to Work Rate

HEAD COOK, JAIL			Job Grade 32-421, Labor Grade 8		
Step	At Least	But Less Than	Hourly Rate	Bi-Weekly	Annual (2080 hrs)
1	0 yr	1yr	17.36	1,388.80	36,108.80
2	1yr	2 yrs	18.97	1,517.60	39,457.60
3	2 yrs	3 yrs	20.57	1,645.60	42,785.60
4	3 yrs	4yrs	21.66	1,732.80	45,052.80
5	4yrs	5 yrs	22.72	1,817.60	47,257.60
6	5 yrs	8yrs	24.02	1,921.60	49,961.60
7	8 yrs	10yrs	24.33	1,946.40	50,606.40
8	10yrs	15yrs	24.56	1,964.80	51,084.80
9	15 yrs	20 yrs	24.88	1,990.40	51,750.40
10	20yrs +		25.01	2,000.80	52,020.80

COOK, JAIL			Job Grade 31-403, Labor Grade A		
Step			Hourly Rate	Bi-Weekly	Annual (2080 hrs)
1	Hire Rate		19.20	1,536.00	39,936.00
2	Work Rate		21.11	1,688.80	43,908.80

EXHIBIT D

COUNTY OF TOMPKINS -- LOCAL LAW NO. 4 -- 1984

A Local Law placing all full-time Deputies and full-time employees of the Sheriff of Tompkins County in the classified service of Civil Service, except the Undersheriff and such other employees presently in the classified service.

BE IT ENACTED by the Board of Representatives of Tompkins County as follows:

SECTION 1. Deputies and Employees Placed in the Classified Service.

All full-time deputies and full-time employees (for the purpose of this law, "full-time" shall be all employees scheduled to work no less than 2,080 hours annually) of the Sheriff of Tompkins County, except the Undersheriff, are hereby placed in the classified service of Civil Service and shall be employed in accordance with the provisions of the Civil Service Law of the State of New York, and shall be subject to and governed by such law and the Tompkins County Civil Service Rules and Appendices.

SECTION 2. Status of Existing Employees.

All such deputies and employees of the Sheriff of Tompkins County who have served on a permanent full-time basis for one year in duly established positions immediately preceding June 26, 1984, shall continue to hold such positions on a permanent basis without examination, and shall have all the rights and privileges of the Civil Service jurisdictional classification to which such positions may be allocated; provided, however, that all such employees employed for less than one year in their respective positions immediately preceding June 26, 1984, of this local law shall be deemed qualified for provisional or non-competitive class appointments as maybe appropriate to their position, and shall be further deemed qualified to participate in the next scheduled open competitive examination to be given for such position if then still employed in the office of the Sheriff. On or after June 26, 1984, all new positions created and vacancies occurring in existing positions shall be filed in accordance with Civil Service Law of the State of New York and the Tompkins County Civil Service Rules and Appendices.

SECTION 3. Powers of the Sheriff Unimpaired.

Except where inconsistent with this law, the Sheriff shall have and exercise all powers and duties now and hereafter conferred or imposed by any law applicable to the Sheriff and such other duties as may be imposed by law.

SECTION 4. Liability Assumed by the County of Tompkins.

Any omission or act of any employee of the County in the office of the Sheriff done or made in the performance of an official duty or for the performance of which the County is paid or receives compensation or fee shall be the omission or act of the County. The damages, if any, resulting therefrom shall be deemed the liability of the County of Tompkins.

EXHIBIT D - continued

SECTION 5. Liability Not Assumed by the County of Tompkins.

Nothing contained in this law shall make the County responsible for the acts of the Sheriff thereof, nor relieve said Sheriff from any liability to which he is lawfully subject.

SECTION 6. Employees Now in the Classified Service.

Nothing herein contained in this local law shall apply to or otherwise affect the status of those employees of the Sheriff who are in the classified service as of the effective date of this local law. The status of such employees shall continue for all purposes as if this local law had not been adopted.

SECTION 7. Separability.

If any section of this local law should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section of this local law should be restrained by such tribunal, the remaining sections of this local law shall be considered to remain in full force and effect.

SECTION 8. Repeal.

All portions of all local laws or resolutions of the Legislature of Tompkins County or of the former Board of Representatives or Board of Supervisors of Tompkins County which are inconsistent herewith are hereby repealed.

SECTION 9. This local law shall take effect immediately.

JK

EXHIBIT E

207-c. Payment of salary, wages, medical and hospital expenses of policemen with injuries or illness incurred in the performance of duties.

1. Any sheriff, undersheriff, deputy sheriff or correction officer of the Sheriff's Office of any county (hereinafter referred as a "policeman") or any member of a police force of any county, city of less than one million population, town or village, or of any district, agency, board, body or commission thereof, or a detective-investigator employed in the office of a district attorney of a county not contained within a city with a population of over one million persons, who is injured in the performance of his duties or who is sick as a performance of his duties so as to necessitate medical or other lawful remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising there from has ceased, and, in addition such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness. Provided, however, and notwithstanding the forgoing provisions of this section, the municipal health authorities or any physician appointed for the purpose by the municipality, after a determination has first been made that such injury or sickness was incurred during, or resulted from, such performance of duty, may attend any such injured or sick policeman, from time to time, for the purpose of providing medical, surgical or other treatment, or for making inspections and the municipality shall not be liable for salary or wages payable to such policeman, or for the cost of medical treatment or hospital care furnished after such date as health authorities or physician shall certify that such injured or sick policeman has recovered and is physically able to perform his duties. Any injured or sick policeman who shall refuse to accept medical treatment or hospital or shall refuse to permit medical inspections as herein authorized, including examinations pursuant to subdivision two of this section in respect to expenses for medical treatment or hospital care rendered and for salary or wages payable after such refusal.

Notwithstanding any provision of law to the contrary, a provider of medical treatment or hospital care furnished pursuant to the provisions of this section shall not collect or attempt to collect reimbursement for such treatment or care from any such policeman, a member of a police force of any county, city or any such detective-investigator.

2. Payment of the full amount of regular salary or wages, as provided by subdivision one of this section, shall be discontinued with respect to any policemen who is permanently disabled as a result of an injury or sickness incurred or resulting from the performance of his duties if such policeman is granted an accidental disability retirement allowance pursuant to section three hundred sixty-three of the retirement and social security law, a retirement for disability incurred in performance of duty allowance pursuant to section three hundred sixty-three-c of the retirement and social security law or similar accidental disability pension provided by the pension fund of which he is a member. If the application for such retirement allowance or pension is not made by such policeman, application therefore may be made by head of the police force or as otherwise provided by the chief executive officer or local legislative body of the municipality by which such policeman is employed.

EXHIBIT E - continued

3. If such a policeman is not eligible for or is not granted such accidental disability retirement allowance or retirement for disability incurred in performance of duty allowance or similar accidental disability pension and is nevertheless, in the opinion of such health authorities of physician, unable to perform his regular duties as a result of such injury or sickness but is able, in their opinion, to perform specified types of light police duty, payment of the full amount of regular salary or wages as provided by subdivision one of this section, shall be discontinued with respect to such policeman if he shall refuse to perform such light police duty if the same is available and offered to him, provided, however, that such light duty shall be consistent with his status as policeman and shall enable him to continue to be entitled to his regular salary and wages, including increases thereof and fringe benefits, to which he would have been entitled if he were able to perform his regular duties.

4. The appropriate municipal officials may transfer such a policeman to a position in another agency or department where they are able to do so pursuant to applicable civil service requirements and provided the policeman shall consent thereto.

5. If such a policeman is not eligible for or is not granted an accidental disability retirement allowance or retirement for disability incurred in performance of duty allowance or similar accidental disability pension, he shall not be entitled to further payment of the full amount of regular salary or wages, as provided by subdivision one of this section, after he shall have attained the mandatory service retirement age applicable to him or shall have attained age or performed the period of service specified by applicable law for the termination of his service. Where such a policeman is transferred to another position pursuant to subdivision four of this section or retires or is retired under any procedure applicable to him, including but not limited to circumstances described in subdivision two of this section or in this subdivision, he shall thereafter, in addition to any retirement allowance or pension to which he is then entitled, continued to be entitled to medical treatment and hospital care necessitated by reason of such injury or illness.

6. Notwithstanding any provision of law contrary thereto contained herein or elsewhere, a cause of action shall accrue to the municipality for reimbursement in such sum or sums actually paid as salary or wages and or for medical treatment and hospital care against any third party against whom the policeman shall have cause of action for the injury sustained or sickness caused by such third party.

EXHIBIT F

Codification of agreement:

Relief Positions in the Corrections Unit

There is no change in the designation or utilization of the Relief Sergeant position.

One position of Corrections Officer and one position of Corrections Corporal will also be designated effective immediately with the following provisions:

- 48 hour notice of change in shift will be given (employee may waive notice of 48 hours)
- Days off remain the same and rotate forward
- Positions designated as relief will be subject to the bid process. Least senior in title will be designated if relief positions are not bid.
- Minimum of 16 hours off between scheduled shifts - waiver by employee is permitted. 16 hour rule does not apply to voluntary waiver, shift swap, or voluntary or forced overtime.

The parties have acknowledged through the labor/management process that the outline of this agreement is subject to review at any time in the next 6 months and is subject to review and discussion between the Sheriff and union representatives at the end of the 6 month period. A meeting will be scheduled in the 5th month of the agreement with representatives of labor and management to discuss any problems and commit to a common goal of resolving any complaints or problems with the relief positions.

Peter Meskill
For the County

Christoph P. Marshall
For the Union

02/20/1999
Dated

02/20/1999
Dated

Note: The original of this MOU resides as an historical document in the Corrections Unit negotiations file that created the January 1, 1996 to December 31, 2000, collective bargaining agreement.

gc