

**FINAL
AGREEMENT**

by and between

**THE COUNTY AND SHERIFF OF
TOMPKINS,**

and the

**TOMPKINS COUNTY
DEPUTY SHERIFF'S
ASSOCIATION, INC.**

March 1, 2004 – December 31, 2025

The specific terms and conditions of employment set forth in this Agreement, represent the following documents:

- The March 1, 2001 through February 28, 2004 collective bargaining agreement; and the
- Interest Arbitration Award (PERB Case No. IA2005-011; M2004-335) for the period of March 1, 2004 through February 28, 2006; and the
- Interest Arbitration Award (PERB Case No. IA2008-006; M2007-121) for the period of March 1, 2006 through February 28, 2008, and the Fact-Finding Recommendations agreed upon by the parties in PERB Case No. M2004-335; and the
- Interest Arbitration Award (PERB Case No. IA2011-023; M2011-057) for the period of March 1, 2008 through February 28, 2010; and the Base Wage adjustments for the years January 1, 2008 and January 1, 2009 contained in the Findings and Recommendations of the Fact-Finding Report dated December 28, 2012; and the
- Memorandum of Agreement for the period of March 1, 2010 through December 31, 2016; and the
- Memorandum of Agreement for the period of January 1, 2017 through December 31, 2025;
- MOA dated May 22, 2022, regarding Juneteenth;
- MOA June 8, 2017, regarding body worn camera administrator and training time and
- The intent of this draft document is to include the above, as well as for the parties to meet and review any other document(s) that should be included, but may have inadvertently been omitted before a Final Agreement is to be executed.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE PAGES</u>	<u>PAGE NUMBER</u>
1	Introduction/Duration.....	1
2	Recognition.....	1
3	Compensation.....	2
4	Civil Service Rules.....	6
5	Time Cards.....	6
6	Health Insurance.....	6
7	Scheduling.....	16
8	Work Schedules and Hours of Work	17
9	Holidays.....	24
10	Vacation.....	26
11	Smoking Policy.....	27
12	Longevity.....	28
13	Labor-Management Meetings	30
14	Personal Leave and Disability/Sick Leave.....	30
15	Drug and Alcohol Testing Policy and Procedure	34
16	General Municipal Law Section 207-c Policy and Procedure for Deputy Sheriffs Only.....	34
17	Benefits Applicability.....	35
18	Bereavement Leave	36
19	Retirement Plans	36
20	Clothing Allowance (Deputy Sheriffs).....	36
21	Personal Property (Deputy Sheriffs).....	38
22	Rest Periods	38
23	Military Leave	38
24	Lay-off Procedure for Competitive Class Employees.....	39
25	Jury Duty Service	39
26	Management Rights.....	39
27	Reciprocal Rights	39
28	Outside Employment.....	40
29	Dues Deduction.....	41
30	Separability.....	41
31	Agreement.....	41
32	Taylor Law	41
33	Employee Rights.....	41
34	Grievance Procedure.....	45
	Signature Page	49
	Appendix "A" Base Wage Schedules.....	50
	Appendix "B" Patrol Work Schedule Illustration	55
	Appendix "C" Drug and Alcohol Testing Policy and Procedure	56
	Appendix "D" General Municipal Law Section 207-c Policy and Procedure for Deputy Sheriffs Only	62
	Appendix "E" Equipment and Uniforms	63
	Appendix "F" Notice of Discipline	64
	Appendix "G" Notice of Arbitration	65
	Appendix "H" Notice of Hearing Waiver	66
	Appendix "I" Domestic Partnership Form	67

ARTICLE 1 - INTRODUCTION/DURATION

1.1 This Agreement is made effective as of **March 1, 2004, through and including December 31, 2025**. This Agreement is by and between the County and the Sheriff of Tompkins County (hereinafter referred to as the "Employer") and the Tompkins County Deputy Sheriff's Association, Inc., or its successor (hereinafter referred to as the "PBA") (hereinafter referred to as "the parties"). In the event this Agreement expires and there is no successor Agreement, and in accordance with New York State Civil Service Law, all terms and conditions shall remain in full force and effect until such time as an Agreement is effectuated.

1.2 The Public Employees' Fair Employment Act (hereinafter referred to as the "Act") of the State of New York, and the other provisions of the New York State Civil Service Law, and local laws or resolutions now or hereafter adopted by the Employer which are not inconsistent with said Act, shall govern the terms of this Agreement.

ARTICLE 2 – RECOGNITION

2.1 The Employer recognizes the PBA as the sole and exclusive representative for the following titles: Deputy Sheriff (full and part-time), Deputy Sheriff Sergeant, Deputy Sheriff Lieutenant, Deputy Sheriff Criminal Investigator, Deputy Sheriff Juvenile Investigator, Deputy Sheriff Senior Criminal Investigator, Secretary, Sheriff's Clerk, Civil Account/Permit Clerk, Senior Civil Account/Permit Clerk, and Keyboard Specialist that are reflected in the Base Wage Schedules as set forth in Appendix "A" attached hereto and made a part of this Agreement.

2.2 The PBA 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 Act.

2.3 Any time a position is created which may be incorporated into the bargaining unit, the Employer will provide written notice to the PBA President, simultaneously with any posting of the position.

2.4 Effective **January 1, 2016**, the Employer shall be entitled to hire up to a maximum of four (4) part time competitive class Deputy Sheriffs pursuant to Civil Service Law, which shall be represented by the PBA. These four (4) part time competitive class Deputy Sheriffs shall, prior to being hired, be certified through the New York State Bureau of Municipal Police Training Council (hereinafter referred to as "MPTC"), pass a physical and psychological exam, and the Employer agrees that no part time competitive class Deputy Sheriff shall be scheduled to work more than five (5) eight (8) hour tours of duty (40 hours) in any workweek, as set forth in Article 3 – Compensation, and Article 7 – Scheduling. The Employer also agrees to hire retired Tompkins County Deputy Sheriffs or other retired police officers within one (1) year of their retirement date. All retired Tompkins County Deputy Sheriffs shall be given first (1st) preference who apply for the part-time Deputy Sheriff position, before any other retired police officer is hired. The first (1st) preference shall be based on that there were no major violations pursuant to the disciplinary procedure of the Agreement, or by written stipulation of settlement between the parties within the last three (3) years of employment prior to his/her retirement date. The foregoing shall apply to all other retired police officers in the event no Tompkins County Deputy Sheriff is hired.

2.5 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 Deputy Sheriffs. In those instances where "employee" appears, it shall mean full time Deputy Sheriffs. In those instances where "administrative/clerical employee" appears, it shall be applicable to all full-time non-sworn titles as set forth in Section 2.1 herein.

ARTICLE 3 – COMPENSATION

3.1 The employees' and administrative/clerical employees Base Wage Schedules, and part-time employee hourly rate schedules by title are as set forth in Appendix "A", attached hereto, and made a part of this Agreement.

3.2 All new administrative/clerical employees shall start at the Hire Rate of pay as set forth in Appendix "A", attached hereto and made a part of this Agreement. On the administrative/clerical employee's anniversary date of appointment, one (1) year, the administrative/clerical employee shall move to the "Work Rate" of pay. All new Deputy Sheriffs without the MPTC academy certification will be hired at the Deputy Sheriff Trainee Hire Rate. Upon graduation, that employee shall move to the Hire Rate, and on his/her anniversary date of hire, he/she shall move to the Working Rate of pay as set forth in Appendix "A", attached hereto and made a part of this Agreement.

Any employee who is certified and has at least one (1) year of full-time prior credited police service within New York State may be hired at the Deputy Sheriff Work Rate of pay. The Commissioner of Human Resources shall inform the PBA President of any employee hired at the Work Rate of pay.

An employee who is appointed as an Investigator or Sergeant shall move to the Hire Rate of pay. On the anniversary date of appointment to that title, the Investigator or Sergeant shall move to the "Work Rate" of pay as set forth in Appendix "A" attached hereto and made a part of this Agreement. An Investigator or Sergeant who is appointed as a Senior Criminal Investigator or Lieutenant shall move to the Hire Rate of pay. On the anniversary date of appointment to the Senior Criminal Investigator or Lieutenant title, said employee shall move to the Work Rate of pay as set forth in Appendix "A", attached hereto and made a part of this Agreement.

3.3 Work Week

Employees will be scheduled to work forty (40.0) hours per week, except as set forth in this Agreement. All administrative/clerical employees' hours will be assigned by the Sheriff or his/her designee, with a start time of no earlier than 7:00 a.m., and no later than 10:00 a.m. A minimum of forty-eight (48)-hour notice will be given for any change in an employee's work schedule. Employees, part-time employees, and administrative/clerical employees, accept the standard work week of the Sheriff's Office as a condition of employment.

3.4 Computation of Overtime

a) For employees with a forty (40) hour work week, one and a half times (1.5X) the hourly rate of pay will be paid for all hours worked over eight (8) hours in a twenty-four (24) hour workday, as defined by the hours of work in this Agreement for the specific title the employee encumbers, or for hours worked when an employee is called in to work on his/her regularly scheduled day off. Overtime for tour of duty coverage shall be authorized only by the Sheriff or his/her designee.

b) Effective **March 1, 2016**, 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 each year. 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 eight (8) hours, equals twelve (12) hours of compensatory time). The compensatory time amount herein shall be a "floating cap." (Example: accumulates eighty (80) hours, uses forty (40) hours, can accumulate another forty (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 his/her designee minimum of seventy-two (72) hours in advance of the requested starting time to use compensatory time. The Sheriff or his/her designee shall advise the employee no later than twenty-four (24) hours prior to the starting time requested to use compensatory time. Upon receiving a request for utilization of compensatory time, at a time when the Sheriff, or his/her designee, determines that no additional time off can be granted without incurring overtime expense, the Sheriff or his/her designee, shall canvas all part-time employees 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 tour of duty has not already exceeded forty (40) hours in that workweek, thus making the part-time employee eligible for an overtime payment. After determining whether or not a part-time employee is available to work the tour of duty for which the compensatory time off was requested, the Sheriff or his/her 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 his/her 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.

In the event a part-time employee works beyond his/her scheduled eight (8) hour tour of duty (Example: makes an arrest, is on a transport detail beyond his/her scheduled tour of duty), he/she shall not be paid overtime, and continue to be paid his/her hourly rate of pay for all hours or part thereof worked. However, in the event a part-time employee works more than forty (40) hours in a workweek, he/she shall be paid overtime, at the rate of one and one-half times (1.5X) his/her hourly rate of pay, and shall not be entitled to elect compensatory time in lieu of payment.

3.5 Tour of Duty Differential – Road Patrol and Criminal Investigative Divisions

A tour of duty differential will be paid to all full and part-time employees who are scheduled to work during the hours of 11:00 p.m. to 7:00 a.m., and/or 3:00 p.m. to 11:00 p.m. Additionally, a tour of duty differential shall also be paid for all Investigators whose tour of duty starts on or after 2:00 p.m., and to employees assigned to boat patrol after 3:00 p.m., as follows:

<u>3/1/04</u> +\$1.00/hr.	<u>3/1/05</u> +\$1.10/hr.	<u>3/1/06</u> +\$1.10/hr.	<u>3/1/07</u> +\$1.35/hr.	<u>3/1/08</u> +\$1.50/hr.	<u>3/1/09</u> +\$1.50/hr.
<u>3/1/10</u> +\$1.50/hr.	<u>3/1/11</u> +\$1.50/hr.	<u>3/1/12</u> +\$1.50/hr.	<u>3/1/13</u> +\$1.50/hr.	<u>1/1/14</u> +\$1.60/hr.	<u>1/1/15</u> +\$1.65/hr.
<u>1/1/16</u> +\$1.70/hr.	<u>1/1/17</u> +\$1.80/hr.	<u>1/1/18</u> +\$1.90/hr.	<u>1/1/19</u> +\$2.00/hr.	<u>1/1/20</u> +\$2.10/hr.	<u>1/1/21</u> +\$2.20/hr.
<u>1/1/22</u> +\$2.30/hr.	<u>1/1/23</u> +\$2.40/hr.	<u>1/1/24</u> +\$2.50/hr.	<u>1/1/25</u> +\$2.60/hr.		

a) Employees who are scheduled to work a regularly scheduled tour of duty which begins between 7:00 a.m. and 12:00 noon, will receive a tour of duty differential for those hours actually worked beyond the scheduled ending time, if they work three (3) or more hours beyond the scheduled ending time. In such circumstances, the employee shall receive the tour of duty differential for the three (3) or more hours worked beyond the scheduled ending time.

b) The tour of duty differential shall be paid to all employees who are on any paid leave who had been receiving the tour of duty differential when they went on paid leave (example: disability/sick leave, personal, vacation, holiday, GML Section 207-c Leave, etc.)

3.6 Trainee Travel

Employees attending the MPTC training in the title of Deputy Sheriff, will not be paid for time traveling to and from the training location.

3.7 Re-employment

Any former employee re-hired within one (1) year from the date of resignation in the same title from which he/she resigned, shall be re-hired at the same Base Wage as if the employee had not resigned.

Any employee on an unpaid leave of absence, who is reinstated within one (1) year from the date the unpaid leave of absence began, will be reinstated to the same Base Wage as if the employee had not taken the unpaid leave of absence.

3.8 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 same Base Wage as set forth in Appendix "A" attached hereto and made part of this Agreement, he/she would have been at had he/she never taken the promotion.

3.9 Promotion

Whenever an employee is given an appointment to a position allocated to be a higher Base Wage, the compensation shall be as follows:

a) For an employee who is given an appointment to a position allocated to a higher Base Wage, the rate of compensation will be the Hire Rate for the new position until the completion of the training period. The promoted employee will then move to the Work Rate for the new position.

b) In no event shall the Base Wage for the promoted employee be less than the Base Wage of any employee to be supervised by that employee receiving the promotion, except as modified by the Base Wage schedule.

3.10 Posting of Vacancies

The Employer, through the Human Resources Department, shall have posted within the Sheriff's Office all new titles and/or vacancies that occur within the bargaining unit. The posting shall be for a ten (10) business day period. A copy of the posting will simultaneously be forwarded to the PBA President. A business day shall be Monday through Friday, excluding holidays, as set forth in Article 9.

In the event a certified Civil Service eligible list exists, the Employer shall not be required to post the new title(s) and/or vacancy. In the event no certified Civil Service eligible list exists, and a new title is created or vacancy occurs, it may be filled on a provisional basis by an employee meeting the minimum qualifications of the position, as established by the Human Resources Department, pending the certification of a Civil Service eligible list. The new position(s) or vacancies may be filled on a temporary or emergency basis as deemed necessary by the Sheriff or his/her designee. Temporary employment is defined as a maximum of six (6) months

3.11 Employee – Definition

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

3.12 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, paychecks for first (1st) (A-Line) tour of duty, 11:00 p.m. to 7:00 a.m., employees only. The checks will be secured until 7:00 a.m. Thursday at which time they may be released.

3.13 Mileage Reimbursement

Employees authorized by the Sheriff or his/her designee, to use their personal vehicles in the absence of an Employer vehicle being provided, will be paid the prevailing Internal Revenue Service (IRS) business travel rate each mile for the use of such vehicle.

3.14 Mandatory On-Call

When the Sheriff, or his/her designee, requires that an Investigator or Senior Criminal Investigator, and/or Lieutenant to be "on call", the Investigator or Senior Criminal Investigator, and/or Lieutenant shall be compensated as set forth herein.

In addition to the above, the Investigator or Senior Criminal Investigator, and/or Lieutenant shall receive the regular hourly rate for actual time spent rendering services. The mandatory on-call rates will not be used to compute overtime. Each Investigator and/or Senior Criminal Investigator, or Lieutenant who is placed "on call" during times when no Investigator or Senior Criminal Investigator, and/or Lieutenant is regularly scheduled to work, shall be provided with an unmarked police vehicle to be used while required to be "on call," at no cost to that employee. The Investigator or Senior Criminal Investigator, and/or Lieutenant who is "on call" shall be the individual contacted. The "on call" Investigator or Senior Criminal Investigator, and/or Lieutenant shall determine whether or not he/she is required to respond to the Sheriff's Office or crime scene, or will respond as directed by either the Senior Investigator or Road Patrol Lieutenant. In the event the "on call" Investigator or Senior Criminal Investigator, and/or Lieutenant has to respond, he/she shall do so within one (1) hour of being contacted, and shall be compensated from the time the call was received, and travel time portal-to-portal, with a minimum of two (2) hours of overtime, and be covered during that travel time by General Municipal Law Section 207-c. In recognition for being placed "on call," each Investigator or Senior Criminal Investigator, and/or Lieutenant shall receive the following additional compensation:

<u>3/1/04</u>	<u>3/1/05</u>	<u>3/1/06</u>	<u>3/1/07</u>	<u>3/1/08</u>
+\$1.45/hr.	+\$1.55/hr.	+\$1.55/hr.	+\$1.80/hr.	+\$2.00/hr.

<u>3/1/09</u> +\$2.00/hr.	<u>3/1/10</u> +\$2.00/hr.	<u>3/1/11</u> +\$2.00/hr.	<u>3/1/12</u> +\$2.00/hr.	<u>1/1/13</u> +\$2.00/hr.
<u>1/1/14</u> +\$2.10/hr.	<u>1/1/15</u> +\$2.15/hr.	<u>1/1/16</u> +\$2.20/hr.	<u>1/1/17</u> +\$2.35/hr.	<u>1/1/18</u> +\$2.50/hr.
<u>1/1/19</u> +\$2.65/hr.	<u>1/1/20</u> +\$2.80/hr.	<u>1/1/21</u> +\$2.95/hr.	<u>1/1/22</u> +\$3.10/hr.	<u>1/1/23</u> +\$3.25/hr.
<u>1/1/24</u> +\$3.40/hr.	<u>1/1/25</u> +\$3.55/hr.			

Each "on call" status shall be distributed equally to each Investigator or Senior Criminal Investigator, and/or Lieutenant. The "on call" schedule shall be assigned and posted for each calendar month, at least thirty (30) calendar days prior to the effective schedule. All Investigators or Senior Criminal Investigators, and/or Lieutenants, including Lieutenants assigned in the Criminal Investigation Division ("CID"), shall be entitled to "switch" or "swap" their "on call" status with each other, with the prior approval of the Sheriff or his/her designee.

3.15 Field Training Officer Pay

Effective **December 7, 2021**, a Field Training Officer (FTO) shall receive one (1) hour of straight time pay for every eight (8) hours that they are assigned as an FTO to a Deputy Sheriff.

3.16 Deputy Sheriff's Assigned as Instructors

Effective, **December 7, 2021**, an employee assigned to instruct a training session during hours that are not consistent with his/her scheduled tour of duty, shall receive their tour of duty differential for those hours, or part thereof.

ARTICLE 4 - CIVIL SERVICE RULES

A copy of the Tompkins County Civil Service Rules are available in the Tompkins County Human Resources Department.

ARTICLE 5 – 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.

Effective **December 7, 2021**, each employee's timecard shall be filled out daily, and shall be signed, depending on the timekeeping method used, paper or electronic, as required by the Sheriff's Office practices, but no later than the last day of the pay period.

ARTICLE 6 - HEALTH INSURANCE

6.1 Employees shall be covered by Blue Cross Blue Shield of Central New York under the Central New York Region-wide Plan, Option II, or a health maintenance organization if available, and such election is voluntary through **December 31, 2010**. Effective **January 1, 2011**, the health insurance plans shall be provided through the Greater Tompkins County Municipal Health Insurance Consortium (Consortium).

6.2 a) All employees and/or administrative/clerical employees who participate in the health insurance plan provided by the Employer shall have their contributions toward the Employee's share of health insurance premiums automatically deducted from their pay before-tax dollars. If an employee prefers to continue on an after-tax dollars basis, he/she must complete a form electing that option, and return it to the Human Resource Department before the employee receives his/her first (1st) paycheck.

b) For employees **hired before June 1, 2003**, the Employer shall contribute eighty-five percent (85%) of the health insurance premium for single and/or family coverage. The employee shall contribute fifteen percent (15%) towards the health insurance premium for single and/or family coverage. The employees will also have access to a tax-exempt Voluntary Employee Benefits Association (VEBA) account in the amount of three hundred seventy-five dollars (\$375.00) each year. The VEBA funds are tax exempt money set aside for the purpose of enabling reimbursement for out-of-pocket medical expense paid for the employee and/or their dependents, up to the maximum account value. A VEBA is authorized by Internal Revenue Service Code 105(9). A VEBA is not a deferred compensation plan. As a result, there is no "cash out" value. However, an inactive participant, an employee who is no longer employed by the Employer, is entitled to draw upon the full accumulated value of the benefit.

For employees **hired on or after June 1, 2003**, the Employer shall contribute eighty percent (80%) of the health insurance premium for single and/or family coverage. The employee shall contribute twenty percent (20%) towards the monthly health insurance premium for single and/or family coverage. These employees will have no VEBA account. Effective **September 20, 2006**, an employee contributing twenty percent (20%) towards the health insurance premium, shall contribute fifteen percent (15%) towards the premium cost for individual and/or family, with the Employer paying eighty-five percent (85%) of the respective premium cost.

The VEBA amounts are as follows:

<u>Deputy Sheriff's</u>				
<u>3/1/04</u>	<u>3/1/05 *</u>	<u>3/1/06</u>	<u>3/1/07</u>	<u>3/1/08</u>
\$375.00	\$375.00	\$375.00	\$400.00	\$400.00
<u>3/1/09</u>	<u>3/1/10</u>	<u>3/1/11</u>	<u>3/1/12</u>	<u>1/1/13</u>
\$400.00	\$400.00	\$400.00	\$400.00	\$400.00
<u>1/1/14</u>	<u>1/1/15</u>	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>
\$400.00	\$425.00	\$450.00	\$450.00	\$450.00
<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>	<u>1/1/22</u>	<u>1/1/23</u>
\$450.00	\$450.00	\$450.00	\$450.00	\$450.00
<u>1/1/24</u>	<u>1/1/25</u>			
\$450.00	\$450.00			

Administrative/Clerical

The VEBA amounts are as follows:

<u>3/1/04</u>	<u>3/1/05</u>	<u>3/1/06</u>	<u>3/1/07</u>	<u>3/1/08</u>
\$375.00	\$375.00	\$375.00	\$375.00	\$375.00
<u>3/1/09</u>	<u>3/1/10</u>	<u>1/1/11</u>	<u>3/1/12</u>	<u>1/1/13</u>
\$375.00	\$375.00	\$375.00	\$375.00	\$375.00
<u>1/1/14</u>	<u>1/1/15</u>	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>
\$380.00	\$405.00	\$430.00	\$430.00	\$430.00
<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>	<u>1/1/22</u>	<u>1/1/23</u>
\$430.00	\$430.00	\$430.00	\$430.00	\$430.00
<u>1/1/24</u>	<u>1/1/25</u>			
\$430.00	\$430.00			

The prescription (Rx) co-pays to be paid are as follows:

	<u>3/1/04</u>	<u>3/1/05</u>	<u>3/1/06</u>	<u>9/20/06 *</u>	<u>3/1/07</u>
General	\$2.00	\$2.00	\$2.00	\$5.00	\$5.00
Brand	\$10.00	\$10.00	\$10.00	\$15.00	\$10.00
3rd Tier				\$30.00	\$30.00
	<u>3/1/08</u>	<u>3/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>	<u>1/1/12</u>
General	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Brand	\$10.00	\$10.00	\$15.00	\$15.00	\$15.00
3rd Tier	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>		
General	\$5.00	\$5.00	\$5.00		
Brand	\$15.00	\$15.00	\$15.00		
3rd Tier	\$30.00	\$30.00	\$30.00		
	<u>3/1/16</u>		<u>3/1/16</u>		
	Retail Pharmacy		Mail Order Pharmacy		
	(Includes Specialty Rx)				
Tier 1 Rx	\$5.00		Tier 1 Rx	\$10.00	
Tier 2 Rx	\$20.00		Tier 2 Rx	\$40.00	
Tier 3 Rx	\$35.00		Tier 3 Rx	\$70.00	
	Retail Pharmacy		Mail Order Pharmacy		
	(Includes Specialty Rx)				
	<u>1/1/17</u>		<u>1/1/17</u>		
Tier 1 Rx	\$5.00		Tier 1 Rx	\$10.00	
Tier 2 Rx	\$20.00		Tier 2 Rx	\$40.00	
Tier 3 Rx	\$35.00		Tier 3 Rx	\$70.00	

	Retail Pharmacy (Includes Specialty Rx)		Mail Order Pharmacy
	<u>1/1/18</u>		<u>1/1/18</u>
Tier 1 Rx	\$5.00	Tier 1 Rx	\$10.00
Tier 2 Rx	\$20.00	Tier 2 Rx	\$40.00
Tier 3 Rx	\$35.00	Tier 3 Rx	\$70.00
	Retail Pharmacy (Includes Specialty Rx)		Mail Order Pharmacy
	<u>1/1/19</u>		<u>1/1/19</u>
Tier 1 Rx	\$5.00	Tier 1 Rx	\$10.00
Tier 2 Rx	\$20.00	Tier 2 Rx	\$40.00
Tier 3 Rx	\$35.00	Tier 3 Rx	\$70.00
	Retail Pharmacy (Includes Specialty Rx)		Mail Order Pharmacy
	<u>1/1/20</u>		<u>1/1/20</u>
Tier 1 Rx	\$5.00	Tier 1 Rx	\$10.00
Tier 2 Rx	\$20.00	Tier 2 Rx	\$40.00
Tier 3 Rx	\$35.00	Tier 3 Rx	\$70.00
	Retail Pharmacy (Includes Specialty Rx)		Mail Order Pharmacy
	<u>1/1/21</u>		<u>1/1/21</u>
Tier 1 Rx	\$5.00	Tier 1 Rx	\$10.00
Tier 2 Rx	\$20.00	Tier 2 Rx	\$40.00
Tier 3 Rx	\$35.00	Tier 3 Rx	\$70.00

Effective January 1, 2022, the Rx co-pays will be as set by the Consortium.

The PBA President will be notified of the changes to the health insurance premiums under the Plan, which includes Rx costs.

c) The Employer and the PBA agree to continue participation in a countywide insurance committee to review coverage options and cost containment measures. Representation shall be from the Employer and all labor unions, with up to two (2) representatives from each union and the Employer. The committee shall have the right to make recommendations to the Employer and unions with regard to medical coverage options. The time frame for this committee to meet its charge shall be established by the committee. Effective **January 1, 2023**, the PBA's participation on the Consortium Joint Committee on Plan Structure and Design, will be as contained in the Municipal Cooperation Agreement.

6.3 When new employees and/or administrative clerical employees are hired, they will be given a copy of the health insurance plan, or will be advised where a copy of the plan may be obtained electronically. Copies of the health insurance plan are available at the Human Resources Department.

6.4 At the time of retirement, an employee and/or administrative clerical employee has the option of converting unused vacation, sick, compensatory and holiday hours into cash, or into cash credit on the following basis to be used to pay for health insurance during retirement.

1) Number of sick, vacation, compensatory and holiday hours at time of retirement _____

2) Number of hours X hourly rate _____ = \$ _____

The dollars in item 2 above, will be used to pay monthly health insurance premiums for as long as dollars remain.

If an employee and/or administrative/clerical employee dies before fund is used, and the spouse has Employer health insurance coverage, the spouse's health insurance will be paid as if the employee hadn't died. If an employee dies and has no spouse, the balance of fund will be paid to employee's and/or administrative/clerical employee's estate.

Effective **January 1, 2022**, eligible employees and/or administrative/clerical employees shall be covered under the Consortium in the health insurance plan that has been designated as being offered to County employees as set forth herein.

Effective **January 1, 2022**, all participating employees and/or administrative/clerical employees eligible for Employer sponsored health insurance shall enroll in the Excellus Blue PPO Platinum 90 Plan, except employees and/or administrative/clerical employees with nineteen (19) years of service or more as of **December 7, 2021**, shall have the option to maintain their current health insurance plan. Employees and/or administrative/clerical employees with nineteen (19) years or more of service opting to remain in an existing health insurance plan, other than Excellus Blue PPO 90 Platinum Plan, will not be eligible for the new retiree health insurance shares covered by 6.10 herein, and shall be subject to the respective Employer/employee and/or administrative/clerical employee contributions in place on **December 31, 2021** for retiree health insurance coverage, which provides that the Employer shall contribute fifty percent (50%) of the individual health insurance premium, and an additional fifty percent (50%) of the difference between the individual and dependent (family) health insurance premium cost, without the return of any paid leave time. The foregoing excludes the Employer contribution for those employees (Deputy Sheriff's) who receive a disability retirement who has sustained an injury and/or illness in the line of duty, as set forth herein. An employee and/or administrative/clerical employee remaining in a health insurance plan other than the Excellus Blue PPO 90 Platinum Plan, shall pay the increased cost to the Employer effective **January 1, 2022**. Other than the option for employees and/or administrative/clerical employees with nineteen (19) years or more of service to maintain their current health insurance plan, all other health insurance plans through the Consortium will no longer be offered to employees covered by this Agreement. Those employees and/or administrative/clerical employees with nineteen (19) years or more of service who are enrolled in a health insurance plan other than the Excellus Blue PPO 90 Platinum Plan may elect to change to another health plan during their employment, including during the annual open enrollment period, or due to a qualifying event. Employees and/or administrative/clerical employees may not elect to change to another health insurance plan during their employment, including during the annual open enrollment period, or due to a qualifying event once an employee is enrolled in the Excellus Blue PPO 90 Platinum Plan.

Effective **January 1, 2022**, the Employer shall pay eighty percent (80%) of the health insurance premium for either individual or family coverage for participating employees and/or administrative/clerical employees. Participating employees and/or administrative/clerical employees will pay the remaining twenty percent (20%) of the health insurance premium, in pre-taxed dollars. An employee and/or administrative/clerical employee remaining in a health insurance plan other than the Excellus Blue PPO 90 Platinum Plan, will pay the increased premium cost to the Employer.

Eligibility to enroll in health insurance coverage shall be the first (1st) day of the calendar month following an employee's and/or administrative/clerical employee's date of hire. The exception shall be only in the event that an employee's and/or administrative/clerical employee's date of hire is the first (1st) day of the month, and such date is an actual workday. Holidays are excluded, in which case the health insurance coverage may commence effective that date if the employee and/or administrative/clerical employee so chooses. Health insurance coverage will end at 11:59 p.m. on the last day of the calendar month during which employment ends.

Effective **January 1, 2022, and each January 1st thereafter**, except as set forth herein, the Employer shall provide eligible employees and/or administrative/clerical employees with a tax-exempt "Health Reimbursement Arrangement" (hereinafter "HRA"), previously referred to as a VEBA account. Reform provisions of the Affordable Care Act, Department of Labor, and Internal Revenue Service (hereinafter "IRS") regulations, including Code 105(9) and others, regulate the provisions of such a plan. The HRA associated with the Excellus Blue PPO Platinum 90 Plan is hereby referenced as an "Roll-over" HRA, which refers to an HRA associated with a specific health insurance plan. An HRA account provides for tax exempt funds to be set aside for the purpose of reimbursement for eligible out-of-pocket healthcare costs not covered by the health insurance plan for employees and/or administrative/clerical employees and eligible dependents. Eligibility is dependent upon an employee and/or administrative/clerical employee being enrolled in a group health insurance plan sponsored by the Employer.

Effective **January 1, 2022 and each January 1st thereafter**, all employees and/or administrative/clerical employees, regardless of date of hire, who are enrolled in the Excellus Blue PPO Platinum 90 Plan, shall immediately be eligible for an "Roll-over" HRA, in the amount of either two hundred and fifty dollars (\$250.00) if enrolled in an individual plan, or five-hundred dollars (\$500.00) if enrolled in a family plan, with no eligibility waiting period. For those employees and/or administrative/clerical employees who are eligible to and elect to remain in a health insurance plan other than the Excellus Blue PPO Platinum 90 Plan, the "VEBA" will remain at four hundred and fifty dollars (\$450.00) for Deputy Sheriffs, and four hundred and thirty dollars (\$430.00) for administrative/clerical employees, and the usage of those amounts will subject to the terms of the HRA provisions in this Agreement.

The HRA dollar amounts earned prior to **January 1, 2022** for certain health insurance plans will roll over from year to year if not exhausted during the plan year, and an employee and/or administrative/clerical employee will have a ninety (90) calendar day grace period during which to submit claims for reimbursement for expenses incurred in any previous plan year, against the remaining fund balance. However, no HRA dollar amounts will be forfeited. Separated employees and/or administrative/clerical employees, including retirees, or employees and/or administrative/clerical employees who decline participation in an Employer health insurance plan, with a remaining HRA balance greater than five hundred ninety-nine dollars (\$599.00), will be considered an "inactive" participant, and will no longer accrue HRA dollar amounts, but may continue to draw upon the full accumulated value of their fund balance, for reimbursement of eligible healthcare expenses, until such amounts are exhausted. Separated employees and/or administrative/clerical employees with balances below five hundred ninety-nine dollars (\$599.00), may receive payment for the balance of funds, at the discretion of the Employer, in accordance with IRS regulations, and other applicable laws. HRA funds will not be "cashed out" at the time of separation from employment, unless the criteria above is met, subject to IRS regulations.

Employees and/or administrative/clerical employees who are not enrolled in a health insurance plan through the Employer, are not eligible for the HRA payment.

Employees and/or administrative/clerical employees on an unpaid leave of absence whose health insurance is cancelled, either by request or for nonpayment, will be eligible for the HRA payment on January 1st following their return to work, provided they are otherwise eligible. Additionally, employees and/or administrative/clerical employees that have voluntarily declined to enroll in a health insurance plan, and later reinstates coverage during the annual open enrollment period, will be eligible for an HRA benefit payment on January 1st, provided they are otherwise eligible.

Election to participate in an Employer sponsored health insurance plan is voluntary. However, if participation is waived, the Employer reserves the right to request verification of an alternate health insurance plan, in accordance with the Affordable Care Act, or other laws as applicable. If participation is waived at the date of hire, the employee and/or administrative/clerical employee will be able to elect to enroll in health insurance only during the annual open enrollment period, or due to a qualifying event as defined by existing law.

6.5 Payment in Lieu of Health Insurance:

Effective **January 1, 2022**, an annual “buyout” payment shall be available for those employees and/or administrative/clerical employees eligible for health insurance who voluntarily waive participation. Upon satisfactory verification that the employee is covered under a non-Employer health insurance plan, in accordance with the Affordable Care Act, or other laws as applicable, the employee will receive a “buyout” payment of two thousand dollars (\$2,000.00). The “buyout” will be paid to eligible employees and/or administrative/clerical employees during the month of January, and the payment shall not be considered a part of their wages for any purposes. The payment shall be for an entire calendar year, therefore, employees and/or administrative/clerical employees that begin employment, or become eligible for participation during the calendar year, must wait until January 1st of the following year to participate. Any participant of the “buyout” program who wishes to obtain or resume coverage under an Employer health insurance plan, may do so during the annual open enrollment period, or when otherwise eligible as the result of a qualifying event as defined by existing law. Employees and/or administrative/clerical employees who return to coverage under an Employer health insurance plan during the calendar year, after having received the annual “buyout” payment, shall be required to refund that portion that represents the remainder of the calendar year that the employee and/or administrative/clerical employee will be enrolled under a health insurance plan. Should an employee and/or administrative/clerical employee that has received a “buyout” payment separate from employment with the Employer, voluntarily or otherwise, the employee and/or administrative/clerical employee will be required to refund a pro-rated amount of the “buyout”, or it may be deducted from his/her final pay. In the event an employee and/or administrative/clerical employee is married to another employee and/or administrative/clerical employee of the Employer who is eligible for health insurance, they will not be eligible for the “buyout” payment, even if the employees and/or administrative/clerical employees are each enrolled in an individual health insurance plan. The “buyout” shall be subject to taxes and other deductions required by law.

6.6 Wellness Program

Effective **January 1, 2022**, all employees and/or administrative/clerical employees enrolled in the Excellus Blue PPO Platinum 90 Plan, including their spouse/domestic partner, shall have the option to voluntarily participate in the wellness program to earn financial incentives for meeting wellness targets. The wellness program targets are established within the health insurance plan and outlined in each participant’s personal health report. In the months of January or February, or otherwise provided by the health insurance plan provider, of every year following **January 1, 2022**, each participant shall have an opportunity to participate in the wellness program. The Employer shall arrange for a provider to administer the health screening assessments and shall notify an eligible employee and/or administrative/clerical employee of the

dates and times available for screening. It shall be the employee and/or administrative/clerical employee's responsibility to schedule a screening date and time for themselves and/or their spouses/partners.

Effective **January 1, 2022**, all Excellus Blue PPO Platinum 90 Plan participants shall receive the following payment incentives for achieving wellness targets based on their annual wellness program results:

The family health insurance plan incentive payments are as follows:

Blood Pressure:	\$350.00 for the employee, and \$350.00 for the spouse/domestic partner
LDL Cholesterol:	\$350.00 for the employee, and \$350.00 for the spouse/domestic partner
Triglyceride:	\$350.00 for the employee, and \$350.00 for the spouse/domestic partner
Glucose:	\$350.00 for the employee, and \$350.00 for the spouse/domestic partner
No Nicotine Use:	\$350.00 for the employee, and \$350.00 for the spouse/domestic partner

If an employee and/or administrative/clerical employee has a family health insurance plan with no spouse/domestic partner enrolled, the incentive payment shall be seven hundred dollars (\$700.00) for each category above.

The individual health insurance plan incentive payments are as follows:

Blood Pressure:	\$350.00 for the employee
LDL Cholesterol:	\$350.00 for the employee
Triglyceride:	\$350.00 for the employee
Glucose:	\$350.00 for the employee
No Nicotine Use:	\$350.00 for the employee

The maximum incentive payment that can be earned for a family health insurance plan is three thousand five hundred dollars (\$3,500.00), and maximum incentive payment that can be earned for an individual health insurance plan is one thousand seven hundred and fifty dollars (\$1,750.00). The payment incentive(s) shall be made to each employee and/or administrative/clerical employee in the way they choose, no later than August 31st of each year following the completion of the health screening.

Employees and/or administrative/clerical employees shall notify the Human Resources Department by June 30th of each year of their option for receiving incentive payments. If an employee and/or administrative/clerical employee does not provide notification by this date, the default option will be a pre-tax deposit into the employee's and/or administrative/clerical employee's HRA. To be eligible to receive the payment, the employee and/or administrative/clerical employee must be employed by the Employer, and be covered under this Agreement at the time payment is processed.

Effective **February 14, 2022**, if a participant misses one (1) or more of the wellness targets, they will have the opportunity to earn credit for the targets missed, by engaging in free health coaching with Integrated Health 21 (hereinafter referred to as "IH 21"), or other comparable provider.

Health coaching takes place in an approximately thirty (30) minute telephone session, and can be scheduled when it is convenient for the participant, including evenings and weekends. The coaching period shall be concluded by June 30th of each year.

Additional opportunities to earn the incentive payments are as follows:

- If a participant doesn't meet one (1) or two (2) of the wellness targets, aside from nicotine use, he/she will have the opportunity to complete two (2) health coaching sessions to earn credit for the missed wellness targets.
- If a participant doesn't meet three (3) or four (4) of the wellness targets, aside from nicotine use, he/she will have the opportunity to complete three (3) to four (4) coaching calls prior to July 1st to earn credit for the missed wellness targets.
- If an employee and/or administrative/clerical employee currently uses nicotine, they will have the opportunity to complete an eight (8) week smoking cessation program to earn credit for this category.

If an employee and/or administrative/clerical employee has a health condition that they feel makes them unable to meet a wellness target for an incentive payment, he/she may apply for an exemption through his/her physician, and will be processed through IH 21, or other comparable provider.

The parameters for the wellness target testing period are expected to run from on or about February 14th through March 31st of each year, and the testing provider expects that results will be generated back to the participant within a week of being tested.

The testing provider will compile and send Human Resources the complete report of those who participated, and how many wellness targets are met, either initially through health coaching, or through a physician's exemption, by July 15th of each year. Human Resources will then submit the finalized list to payroll to process the incentive payments to each employee and/or administrative/clerical employee in the way they choose.

The health coaching alternative shall remain in effect as long as the coaching program is still being offered by IH 21, or another comparable provider.

Employees and/or administrative/clerical employees shall have the following options for receiving the incentive payment(s) in the wellness program as described above:

1. Lump sum payment by check, subject to applicable payroll tax deductions; or
2. Pre-tax deposit into the employee's and/or administrative/clerical employee's deferred compensation plan, subject to execution of appropriate documentation, as well as IRS caps in place for each year; or
3. Pre-tax deposit into the employee's and/or administrative/clerical employee's HRA, which amount will accumulate, and may be used until exhausted.

The payment incentive(s) shall be made to participating employees and/or administrative/clerical employees no later than August 31st of each year.

6.7 Health Insurance Premium Notification The Employer shall, upon notification from the insurance carrier of changes in the premium and/or health insurance plan coverage, notify employees and/or administrative/clerical employees within a reasonable amount of time of receipt of the notification. A copy of the notification from the carrier will also be provided to the PBA President.

6.8 Flexible Spending Account Plan The Employer agrees to offer to provide employees and/or administrative/clerical employees a Medical and Dependent Care Flexible Spending Account Plan. The annual maximum contribution allowance will be set in accordance with the Affordable Care Act, IRS regulations, or other applicable laws, and are subject to change.

6.9 Employees and/or administrative/clerical employees and their eligible dependent(s) are required to sign up for Medicare Part "A", and Part "B" as required by law.

6.10 Health Insurance In Retirement Employees and/or administrative/clerical employees who have the below years of aggregate full-time service with the Sheriff's Office, except for those employees and/or administrative/clerical employees who receive a disability retirement as set forth below in 6.11, shall be entitled to health insurance in retirement and who retires directly from the New York State Employer Retirement System.

For example, if an employee and/or administrative/clerical employee works for the Sheriff's Office full-time for five (5) years and leaves to work for another employer, but then returns to work for the Sheriff's Office for an additional fifteen (15) years full-time, the employee and/or administrative/clerical employee will have twenty (20) years of aggregate service with the Sheriff's Office for the purposes of calculating the retiree health insurance contribution rate.

Effective **December 7, 2021**, all employees and/or administrative/clerical employees, other than those with nineteen (19) years or more of service **on December 7, 2021**, who retire, and elect to enroll in the health insurance plan upon retirement, must enroll in the Excellus Blue Platinum 90 Plan. The contribution rates for the Excellus Blue Platinum 90 Plan are as follows:

<u>Years of Service</u>	<u>Employee and/or Administrative/Clerical Contribution</u>	<u>Employer Contribution</u>
20 and Above	25%	75%
16-19	35%	65%
15 or less	50%	50%

Employees and/or administrative/clerical employees with nineteen (19) years or more of service opting to remain in an existing health insurance plan other than the Excellus Blue PPO 90 Platinum Plan in retirement, will not be eligible for the new retiree health insurance shares set forth above, and will be subject to the cost sharing arrangement in place **on December 31, 2021** for retiree coverage, which provides that the Employer shall contribute fifty percent (50%) of the individual health insurance premium, and an additional fifty percent (50%) of the difference between the individual and dependent (family) health insurance premium cost, without the return of any paid leave time. The foregoing cost sharing arrangement for those employees (Deputy Sheriff's) who receive a disability retirement who has sustained an injury and/or illness in the line of duty, is set forth in 6.11 below. Those employees must retire from the Employer directly through the New York State Employee Retirement System, and receive a pension.

Employees and/or administrative/clerical employees must provide notice at least six (6) months prior to the date of their retirement except for 6.11 below, unless exigent circumstances occur that prevent the employee from giving timely notice, to be entitled to convert accrued unused sick leave to a cash value to pay for retiree health insurance not paid for by the Employer.

Those employees retiring on or after **January 1, 2017** who are enrolled in another health insurance plan, may elect to move to the Excellus Blue Platinum 90 Plan at the cost sharing arrangement set forth above that was effective December 7, 2021.

6.11 Health Insurance In Retirement Due to a Disability Retirement Effective **March 1, 2004**, any Deputy Sheriff who has sustained an injury and/or illness in the line of duty where such injury and/or illness results in a disability retirement by the New York State Employee Retirement System, shall continue to receive the same health insurance coverage he/she received as an active employee, individual or family. The health insurance premium shall be fully funded by the Employer.

ARTICLE 7 – SCHEDULING

7.1 As of March 1st and September 1st of each year, the Sheriff or his/her designee, will post a schedule of holidays and vacations for the following six (6) months. During the months of March and September, employees may bid for holiday and vacation time during the posted six (6) month period, with the most senior employee being given preference. After April 1st and October 1st, no “bumping” by senior employees will occur, and requests for holiday and vacation time will be granted on a first (1st) come, first (1st) serve basis. Seniority will be defined as “all time in service”.

7.2 The Sheriff or his/her designee, may at his/her sole discretion, grant the request of any two (2) 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/her 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.

7.3 The Sheriff or his/her designee are authorized to approve and disapprove requests for time off.

7.4 An employee who has not bid his/her vacation and/or holidays as set forth above, shall have to provide a minimum of forty-eight (48) hours’ notice of the time off being requested. If an employee gives sufficient notice to the Sheriff or his/her designee, for time off from his/her duties, and the granting of the time off does not create an overtime situation within that pay week, or the relief employee can fill the tour of duty, and there will be at least three (3) employees left on the tour of duty, the Sheriff or his/her designee, will grant the requested time off. The exception to the foregoing three (3) person requirement is if an employee is on military leave, then he/she is to be counted as if they were working their regular tour of duty. Vacation and holiday time can’t be used by an employee as personal sick leave when the employee has exhausted personal leave days or disability time, which became sick leave on December 7, 2021, or sick leave. For family illnesses, the Sheriff or his/her designee, at his/her discretion, may allow an employee to use time from his/her vacation and/or holiday allotment.

7.5 Road Patrol

The semi-annual tour of duty schedule will be the basis for assignment. If a vacancy occurs in the titles of Deputy Sheriff or Deputy Sheriff Sergeant of an expected duration of at least five (5) consecutive working days, and the vacancy reduces the tour of duty coverage below three (3) working; or if a vacancy

occurs and reduces the tour of duty coverage below the required staffing herein, the Sheriff or his/her designee may reassign a Deputy Sheriff or Deputy Sheriff Sergeant from another tour of duty.

ARTICLE 8 – WORK SCHEDULES AND HOURS OF WORK – The below was in effect until **December 31, 2015:**

- The work schedule is in increments of four (4) weeks. (i.e., tour of duty changes occur every four (4) weeks).
- Days off rotate forward every four (4) weeks. (i.e., Go from Saturday-Sunday off to Sunday-Monday off).
- Full rotation is completed in twenty-eight (28) weeks.
- Bidding would occur every twenty-eight (28) weeks
- When changing from Sunday-Thursday tour of duty to Monday-Friday tour of duty, the employee will have three (3) days off (Friday, Saturday, Sunday).
- When changing from Monday-Friday tour of duty to Tuesday-Saturday tour of duty, the employee will have three (3) days off (Saturday, Sunday, Monday).

An employee will work six (6) days in a row at any other tour of duty change.

a) Vacancies of encumbered positions may be due to disability, other types of leaves of absence, suspension, termination, vacation, holidays, retirement, or resignation. Both parties recognize that a permanent vacancy may result in hiring a new employee, and that the training period of six (6) months creates a vacancy, which meets the criteria for reassigning an employee from another tour of duty.

b) Employees will be given a minimum of forty-eight (48) hours advanced notice of change in their tour of duty assignment.

c) At the end of the six (6) months, if the vacancy continues, the tour of duty 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 a tour of duty will be conducted using the following criteria:

- i) The Sheriff or his/her designee, will review the tour of duty assignments when a vacancy of five (5) or more working days is expected to occur.
- ii) The tour of duty with more employees assigned will be identified, and employees of the identified tour of duty will be contacted in order by seniority, and be asked to change their tour of duty.
- iii) The employee with the least seniority is required to accept the change of tour of duty, if a voluntary tour of duty change has not been completed based on seniority.

e) The Sheriff or his/her designee, agrees to maintain a record of the tour of duty changes resulting from these re-assignments, including the reason and placement, and to provide the information to the PBA President upon written request. This information will be retained for ten (10) business days.

- f) The Sheriff or his/her designee, may reassign an employee for training as follows:
- i) The employee is provided a minimum of forty-eight (48) hours' notice of the schedule change.
 - ii) In the event that training includes travel time for employees with a forty (40) hour work week, one and one-half times (1.5X) their hourly rate will be paid for all hours worked over eight (8) hours in a twenty-four (24) hour workday, as defined by the tours of duty in this Agreement, or for hours worked when an employee is called in to work on his/her regularly scheduled day off., time and one-half will be paid, as appropriate.
 - iii) In the event the employee has previously approved time off (i.e., vacation, holiday, compensatory time or personal leave), he/she shall not be rescheduled for training without the consent of that employee.

Effective on or about **January 1, 2016**, the Employer shall implement a work schedule and hours of work which shall consist of a permanent "A", "B", and "C" line tours of duty for all Deputy Sheriff Sergeant(s) and Deputy Sheriffs assigned to patrol duties as follows:

Tours of Duty	
"A" Line	11:00 p.m. to 7:00 a.m.
"B" Line	7:00 a.m. to 3:00 p.m.
"C" Line	3:00 p.m. to 11:00 p.m. *

* Up to any two (2) employees of the "C" line tour of duty above may be "flexed" by the Sheriff or his/her designee, for a workweek, with a minimum of forty-eight (48) hours' notice, for up to four (4) hours of the starting time (Example: flexed 3 ½ hours, work 6:30 p.m. to 2:30 a.m.).

All full-time Deputy Sheriff Sergeant(s) and Deputy Sheriff's who bid for or are assigned to the permanent tour of duty as set forth above, shall work the following work schedule:

Five (5) consecutive days on, followed by two (2) consecutive days off, followed by five (5) consecutive days on, followed by two (2) consecutive days off, followed by four (4) consecutive days on, followed by two (2) consecutive days off, and repeat the cycle, as set forth in the attached work schedule illustration as Appendix "B", attached hereto and made a part of this Agreement.

The Sheriff or his/her designee, may reassign an employee for training as follows:

- i) The employee is provided a minimum of forty-eight (48) hours' notice of the work schedule change.
- ii) In the event that training includes travel time for employees with a forty (40) hour work week except as set forth in this Agreement, shall be paid one and one-half times (1.5X) the hourly rate for all hours worked over eight (8) hours in a twenty-four (24) hour workday, as defined by the hours of work in this Agreement for the specific title the employee encumbers.

- iii) In the event the employee has previously approved time off (i.e., vacation, holiday, compensatory time or personal leave), he/she shall not be rescheduled for training without the consent of that employee.

The Sheriff or his/her designee, may assign up to two (2) training days (16 hours), which shall be in a block of up to a maximum of eight (8) hours, each calendar year to each employee who works the above patrol work schedule, without additional compensation, under the following conditions. Effective **January 1, 2016**, the Sheriff or his/her designee, may assign up to one (1) training day (8 hours), which shall be in a block of up to a maximum of eight (8) hours, each calendar year to each employee who works the above patrol work schedule, without additional compensation, under the following conditions. As of **June 8, 2017**, an employee who has attended two (2) training days in 2017 without additional compensation shall not receive additional compensation for the second (2nd) training day.

- Receives a minimum of seven (7) calendar days written notice; and
- Shall not be scheduled to either work a tour of duty prior to attending training, or attend training after working a tour of duty on the same day; and
- Shall not be scheduled to attend training on his/her days off when the work schedule has either a Friday, Saturday or Sunday as a day off; and
- All training attended that is less than eight (8) hours (1 day), the employee shall be credited for the entire eight (8) hours (i.e., attends 5 hours of training, credited with 8 hours); and
- Shall not be scheduled while on a paid leave (i.e., vacation, compensatory time, disability (which became sick leave on December 7, 2021), sick leave, or personal leave)
- Any of the above situations may be modified between a mutual agreement between the employee and the Sheriff or his/her designee.
- The K-9 employee shall be assigned each year by the Sheriff or his/her designee, to one (1) of the above tours of duty, regardless of seniority, and before the annual bidding occurs.

The annual bidding shall commence on or about November 1st through November 30th of each year effective January 1st through December 31st of the following year. The Deputy Sheriff Sergeants and Deputy Sheriffs shall provide their selection to the Sheriff or his/her designee, (example: "A" line, "B" line and "C" line). All bidding shall be by seniority as long as the employee has completed a minimum of twenty-four (24) months of full-time service as a Deputy Sheriff by the end of the completion of the annual bidding period as set forth herein. An employee who has not completed the minimum twenty-four (24) months as set forth herein, shall be placed on a tour of duty by the Sheriff or his/her designee, prior to the annual bidding until, he/she has completed the twenty-four (24) months. The Deputy Sheriff Sergeants shall bid first (1st), and then bidding by all other Deputy Sheriffs assigned to patrol duties. In the event there are an insufficient number of volunteers based on seniority, then the Sheriff or his/her designee, may assign Deputy Sheriff Sergeant(s) and then Deputy Sheriffs in the inverse order of seniority to the "A" line, "B" line and "C" line until the staffing level determined by the Sheriff has been achieved. The assignment of a Deputy Sheriff Sergeant(s), shall be by when he/she was appointed to the rank of Deputy Sheriff Sergeant, and of a Deputy Sheriff based on their date of hire by the Employer. After receipt of all selections and based on the staffing levels determined by the Sheriff for all tours of duty as set forth herein, he/she shall provide and/or post the tour of duty granted based on the selections submitted by seniority or assigned involuntarily. The bidding for tours of duty shall be done two (2) times each year. The first (1st) bid shall be in the month of March each year, for the period of April 1st through September 30th. The second (2nd) bid shall be in the month of September of each year, for the period of October 31st through March 31st. Both bidding periods are to be completed no later than the twentieth (20th) of each month to accomplish vacation selections as set forth in Article 10 – Vacation, for the periods set forth herein.

In the event a vacancy in any tour of duty occurs during the year due to promotion, or resignation, or retirement, or illness or injury which is not due to and/or incurred in the performance of duty where an employee has been out for at least fourteen (14) consecutive calendar days, or has notified the Sheriff or his/her designee, based on a medical provider indicating that he/she will be out of work over fourteen (14) consecutive calendar days, or, due to the severity of the illness or injury, or the Sheriff or his/her designee, can determine that the absence will be over fourteen (14) consecutive calendar days, and the Sheriff or his/her designee, elects to fill that vacancy, he/she shall post the vacancy to be filled for a minimum of seven (7) consecutive calendar days prior to its filling, providing any Deputy Sheriff Sergeant and/or Deputy Sheriff with the opportunity to volunteer, depending on the need determined (e.g., Sergeant(s) and/or Deputy Sheriff(s), to fill the vacancy. In the event there are no volunteers, the Sheriff or his/her designee, may involuntarily assign the least senior Deputy Sheriff Sergeant and/or Deputy Sheriff, depending on the need determined to fill the vacancy. In either case of a voluntary or involuntary assignment, each employee shall receive a minimum of twenty-four (24) consecutive hours off from the end of the last tour of duty to the start of the tour of duty he/she is reporting to. Any employee who is voluntarily being reassigned, or is being assigned involuntarily, and who has had any previously approved paid leave (e.g., vacation, personal leave, etc.), shall have the option to have that leave recredited, or take the leave previously approved. In the event of an emergency, as defined by law, all timeframes herein are waived. The Sheriff or his/her designee, shall limit all involuntary assignments to fill a vacancy, except for the annual bidding, not to exceed sixty (60) consecutive calendar days.

The Sheriff or his/her designee, may involuntarily re-assign an employee to another tour of duty, for a defined operational need, not to exceed sixty (60) consecutive days. In that event, the employee being involuntarily re-assigned shall receive a minimum of twenty-four (24) hours off from the end of the last tour of duty worked, to the start of the tour of duty he/she is report to. Any employee who is being involuntarily assigned and who has had any previously approved paid leave (e.g., vacation, personal leave, etc.), shall have the option to have that leave re-credited or take the leave previously approved. At the conclusion of the defined operational need (e.g., thirty (30) consecutive calendar days), the employee shall be returned to the tour of duty he/she was involuntarily removed from with the same conditions set forth herein (e.g., twenty-four [24] hours and approved paid leave). No employee shall have his/her days off changed during the involuntary reassignment.

Notwithstanding the above, an employee who is injured or becomes sick due to his/her performance of duty who has been approved and granted General Municipal Law Section 207-c status, and has been out of work for at least sixty (60) consecutive calendar days and provides notice based on a medical provider that states the employee shall not be able to return to work for at least another thirty (30) consecutive calendar days or more, and the Sheriff or his/her designee, elects to fill that vacancy, he/she shall follow the same procedure set forth herein regarding filling the vacancy. In the event of an emergency, as defined by law, all time frames herein are waived. The Sheriff, or his/her designee, shall limit all involuntary assignments to fill a vacancy, except for the annual bidding, not to exceed sixty (60) consecutive calendar days.

An employee may voluntarily agree to be removed from his/her scheduled tour of duty to attend a training seminar or class in lieu of working his/her scheduled tour of duty that day. In the event the employee voluntarily agrees to be removed from his/her scheduled tour(s) of duty, no involuntarily assignment shall occur.

During the year, January 1st through December 31st, and in the event an employee seeks to switch his/her bidded or involuntary assignment to a tour of duty, he/she may seek a volunteer for the switch, subject to the approval of the Sheriff or his/her designee, which shall not be unreasonably denied. In the

event there is no volunteer, that employee shall remain on his/her tour of duty until the bidding occurs as set forth herein.

No employee shall be disciplined by the use of involuntary assignment to a tour of duty.

Part Time Employees - Effective **January 1, 2016**, a part-time employee as defined in Article 2 – Recognition, shall only be scheduled and used in addition to the complement of full-time employees scheduled and working patrol tours of duty as set forth in this Article, pursuant to the following circumstances:

- Body-Worn Cameras (BWC) Administrator; or
- Airport Duty; or
- Special Detail(s); or
- Transporting a prisoner(s); or
- The granting of compensatory time off; or
- Working a tour of duty or assignment when no full-time employee voluntarily signs up to work overtime; or
- In the event the Employer contracts with another municipality in Tompkins County for the providing of police services and that municipality has a police force which utilized part-time police officers, the Employer may utilize part-time employees to fulfill the obligations of the contract; or
- In the event the Employer enters into a contract of one (1) year or more with another municipality in Tompkins County for providing police services, and that municipality does not currently have a police force, the Employer will assign full-time employees to regularly scheduled eight (8) hour tours of duty that extend four (4) or more days each week, and may assign part-time employees to regularly scheduled eight (8) hour tours of duty that extend three (3) or fewer days each week.

Seniority shall be applied in the assignment of up to three (3) eight (8) hour tours of duty, twenty-four (24) hours maximum each week, except to grant compensatory time off as set forth herein. Seniority shall be defined as the date of hire, and date sworn in as a part-time employee with the Employer. Effective **January 1, 2022**, for part-time employees, seniority shall be defined as all service with the Sheriff's Office. Upon one (1) year of separation or more from the Sheriff's Office, previous years of service shall not be considered for the purpose of seniority.

The Sheriff or his/her designee, shall notify the part-time employee(s) of the tours of duty they are scheduled to work, as soon as practical, based on becoming aware of the need. In addition to the forgoing, a part-time employee shall be entitled to attend any court or administrative proceeding due to his/her performance as a Deputy Sheriff (Examples: arrests, grand jury appearances, DWI refusal hearing, etc.), including any approved training, so long as the total number of hours in each workweek does not exceed forty (40) hours.

Effective **January 1, 2022**, all part-time employees must work a minimum of sixteen (16) hours a week, and a minimum of two (2) eight (8) hour weekend tours of duty a month, unless excused by the Sheriff or his/her designee, for good reason. The weekend is defined as Saturday and Sunday.

The parties agree that all of the scheduling language and the use of part-time employees can be submitted to and eligible for interest arbitration as a mandatory subject of collective bargaining, and not subject to fact-finding.

Work Tour of Duty – Definitions

- a) First (1st) Tour of Duty/“A” Line: 11:00 p.m. through 7:00 a.m.
- b) Second (2nd) Tour of Duty/“B” Line: 7:00 a.m. through 3:00 p.m.
- c) Third (3rd) Tour of Duty/“C” Line: 3:00 p.m. through 11:00 p.m.
- d) **Work Tour of Duty – Exceptions**

Courthouse Duty, Boat Patrol, Crime Prevention, Narcotics Officer, Training Officer, Evidence Custodian, Traffic Officer, DWI Officer, Warrant Officer, and/or Fleet Manager, Civil Division, DARE, Juvenile Investigations, K-9, Airport, DWI Patrols, and SRO, all will have a regularly scheduled tour of duty other than that specified in a, b, or c above. None of these assignments are bid for, and are assigned directly by the Sheriff or his/her designee. In the event the “exception” is not a year around assignment, the employee reverts back to the road patrol work schedule as defined in the Agreement.

- e) Investigators, Senior Criminal Investigators, and/or Lieutenants assigned to the Criminal Investigative Division (“CID”) shall work the following tours of duty:

<u>Title</u>	<u>Tour of Duty</u>	<u>Workweek</u>	<u>Days Off</u>
Senior Criminal Investigator And Lieutenant	7:00 a.m. to 3:00 p.m.	Monday through Friday	Saturday and Sunday
Investigator #1	7:00 a.m. to 3:00 p.m.	Monday through Friday	Saturday and Sunday
Investigator #2	2:00 p.m. to 10:00 p.m. 8:00 a.m. to 4:00 p.m.	Monday through Friday	Saturday and Sunday
* Investigator #3	2:00 p.m. to 10:00 p.m.	Tuesday through Friday	Sunday and Monday

*The Investigator, within his/her discretion, may flex his/her time on Saturday starting between 7:00 a.m. and 12:00 p.m. for eight (8) continuous hours.

Investigators will bid for the above tours of duty by seniority. Seniority will be defined as all time in the Criminal Investigative Division. The bids will occur prior to January and July of each year. The bided schedule will be for six (6) months and implemented in January and July of each year at the end of a pay period closest to the beginning of the month. The Sheriff or his/her designee, will have the authority to designate what tours of duty set forth above are filled. The Sheriff or his/her designee, will create and maintain the work schedule for an assigned “on-call” Investigator, Senior Criminal Investigator, and/or Lieutenant. The Sheriff or his/her designee, may choose to cover the above tours of duty that are unfilled with overtime, or “On-Call”.

When a temporary special need arises requiring the coverage of an Investigator outside the tours of duty hours set forth above, the Sheriff or his/her designee shall have the right to assign an Investigator to that temporary special need. When such need requires the services of an Investigator possessing specialized training, the Sheriff or his/her designee shall be allowed to "call in" that Investigator, based on the "call-in" procedures described in (h) below.

f) **K-9 Unit Tour of Duty Work Schedule:**

During the initial K-9 training, which shall include but is not limited to tracking, patrol and narcotics detection, the schedule is five (5) eight (8) hour work days. After the initial training, the regular tour of duty for the K-9 employee is four (4) ten (10) hour work days. On-going training will be conducted as part of the K-9 employee's regular tour of duty. The four (4) ten (10) hour a day tours of duty will be reduced by one (1) hour and fifteen (15) minutes for each of the four (4) ten (10) hours a day to account for grooming time. When the K-9 employee is scheduled to work five (5) eight (8) hour work days, he/she will actually work seven (7) hours each tour of duty, with one (1) hour each workday set aside for grooming. The set-aside time for grooming in both examples constitutes grooming time for the entire week. This addresses the Fair Labor Standards Act time issue.

Grooming Time: An estimated average of not more than five (5) hours each week is expected to be spent outside of the regular working hours for grooming the canine. Grooming includes, but is not limited to: feeding, walking, medicating the dog as necessary, and appropriate brushing and similar work as directed by the K-9 employee and/or veterinarian.

In addition to grooming, the Sheriff's Office will provide a vehicle for the K9 employee to transport the canine, and to utilize for responding to calls. The Sheriff's Office will also provide the necessary food, materials for shelter, and other miscellaneous and sundry items required for performing the K-9 function.

g) **Boat Patrol Tour of Duty Schedule:**

During the boat patrol season, the PBA agrees the tour of duty hours for the employees' manning the boat patrol shall be ten (10) hour tours of duty of either, 10:00 a.m. – 8:00 p.m., 11:00 a.m. – 9:00 p.m., or 12:00 p.m. to 10:00 a.m., within a four (4) day work week of either Friday through Monday, or Thursday through Sunday. There shall be three (3) consecutive days off. If the Boat Patrol employee(s) serves as a road patrol employee, he/she will adhere to the above work schedule. The tour of duty hours and work week shall be established between the Sheriff or his/her designee, and the employee. The provisions of Article 3, 3.4 are waived by the PBA. However, any work in excess of ten (10) hours in a day, or forty (40) hours in the week, shall be paid at the rate of one and one-half times (1.5X) the employees' hourly rate.

h) **Call-In Procedure**

"Call-in" will be by seniority, with the most senior employee called first (1st). The employees shall rotate on the "Call-in" list. If an employee does not answer his/her phone, or is called and comes in, that employee goes to the bottom of the "Call-in" list. The least senior employee shall accept the "Call-in".

For a "Call-in" requiring an employee with special training/certification, he/she will be called by seniority from among those having that special training/certification.

"Call-in" will be by division for employees (i.e., Administrative/Clerical, Road Patrol and Criminal Investigative Division).

Effective 11:59 p.m. on February 29, 2008, any employee called into work, shall receive a minimum of two (2) hours off overtime. The employee shall be required to stay and perform the assigned work for the duration of the "Call-in", unless otherwise released by a supervisor. If an employee completes the assignment before two (2) hours, and is otherwise released by a supervisor, the employee will be entitled to a minimum of two (2) hours of overtime pay.

When an employee is not working due to a disability, is on GML 207-c, or vacation, they shall not be called-in for any overtime duties. Employee(s) on personal leave, other than disability time, which became sick leave on December 7, 2021, sick leave, or holiday leave are eligible for call-in, except if the needed overtime coverage, or any part thereof, would fall during the employees' regular tour of duty hours. However, the employee will not lose his/her position on the "call-in" rotation. "Call-ins" shall be authorized only by the Sheriff or his/her designee.

Exclusions To Call-in:

1. Extensions of tours of duty holdovers for any reasons, which are up to four (4) hours prior to the start of a scheduled tour of duty, or up to four (4) hours after the end of a regularly scheduled tour of duty.
2. Training immediately following or preceding a scheduled tour of duty.
3. Non-mandated training.

ARTICLE 9 - HOLIDAYS

9.1 An annual holiday schedule will be distributed by the first (1st) day of each calendar year. The Sheriff's Office will observe paid holidays according to the following schedule:

1. Memorial Day
2. Independence Day
3. Labor Day
4. Columbus Day
5. Veterans Day
6. Thanksgiving Day
7. Friday After Thanksgiving
8. Christmas Day
9. New Year's Day
10. Martin Luther King, Jr. Day
11. Lincoln's Birthday *
12. Washington's Birthday *

Administrative/Clerical Staff - * One (1) Presidents' holiday (i.e., Lincoln's Birthday or Washington's Birthday) will be converted to a "floating" holiday that may be taken at any time during the contract year, with a Supervisor's approval.

Effective July 19, 2006, an annual holiday schedule will be distributed by the first (1st) day of each calendar year. The Sheriff's Office will observe paid holidays according to the following schedule:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. President's Day
4. Memorial Day

5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Day After Thanksgiving
11. Christmas Day
12. Floating Holiday

The “floating” holiday may be taken at any time during the calendar year, with a Supervisor’s approval.

Effective **May 22, 2022**, an annual holiday schedule will be distributed by the first (1st) day of each calendar year. The Sheriff’s Office will observe paid holidays according to the following schedule:

1. New Year’s Day
2. Martin Luther King Jr.’s Birthday
3. President’s Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Day
13. Floating Holiday

The “floating” holiday may be taken at any time during the calendar year, with a Supervisor’s approval.

9.2 Holidays can be accumulated and carried over from year to year, up to a maximum of twenty-four (24) days. At no time may the accumulated amount of days exceed twenty-four (24). Effective **May 22, 2022**, Holidays can be accumulated and carried over from year to year, up to a maximum of twenty-six (26) days. At no time may the accumulated amount of days exceed twenty-six (26).

9.3 The Criminal Investigator and road patrol divisions will be open on holidays. All other divisions will be closed.

9.4 If an employee works the holiday, the employee will be compensated at the rate of one and one-half times (1.5X) his/her hourly rate of pay. Effective **January 1, 2016**, a part-time employee who works on any of the above listed holidays, or any part thereof, shall be paid at the rate of one and one-half times (1.5X) his/her hourly rate of pay. Part-time employees do not receive a floating holiday. However, if an employee takes a floating holiday, and a part-time employee works on that tour of duty that day, he/she shall be paid at the rate of one and one-half times (1.5X) his/her hourly rate of pay.

9.5 The total number of compensatory days for holiday purposes shall be twelve (12), and shall be granted to the patrol and criminal investigative division employees, at the beginning of each year. Holidays may not accumulate to more than twenty-four (24) days. Effective **May 22, 2022**, the total number of

compensatory days for holiday purposes shall be thirteen (13), and shall be granted to the patrol and criminal investigative division employees, at the beginning of each year. Holidays may not accumulate to more than twenty-six (26) days

9.6 If an employee has used more holiday time off prior to separation than would have been used based on the dates of when a holiday occurred, applying the schedule above, payment for those days will be deducted from the employee's last pay.

9.7 Employees who have not scheduled their holiday time off during one (1) of the two (2) window periods in Article 7 – Scheduling, shall provide at least forty-eight (48) 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 Sheriff's Office.

ARTICLE 10 - VACATION

10.1 Employees and/or administrative/clerical employees shall be eligible to take paid vacation after six (6) months employment with the Employer. However, employees and/or administrative/clerical employees shall start to accumulate vacation credit as of their date of employment, as set forth below:

Years Completed in a Position in the Bargaining Unit		Accrued Vacation Days each month	Maximum Granted
At least	But less than		
1 month	5 years	5/6	10 work days
5 years	8 years	1 and 1/4	15 work days
8 years	10 years	1 and 1/3	16 work days
10 years	12 years	1 and 5/12	17 work days
12 years	14 years	1 and 1/2	18 work days
14 years	15 years	1 and 7/12	19 work days
15 years and Above		1 and 2/3	20 work days

10.2 Employees and/or administrative/clerical employees with accumulated vacation equal to two (2) years of vacation workdays will stop accumulating vacation, and will start re-accumulating when the vacation balance goes below the two (2) year maximum accumulation.

10.3 The rate of vacation pay shall be the employee's and/or administrative/clerical employee's regular straight time hourly rate of pay, including applicable tour of duty differential in effect at the time the vacation is being taken.

10.4 All vacation time must be submitted to and approved by the Sheriff or his/her designee. The Sheriff or his/her designee will be responsible for the scheduling of vacation time. Vacation can't be denied to any employee and/or administrative/clerical employee by the Sheriff or his/her designee, in instances where vacation time will be lost due to maximum accrual, and the employee and/or administrative/clerical employee has submitted vacation time at least ten (10) working days in advance of the day on which his/her vacation would start. Employees who have not scheduled their vacation time during one (1) of the two (2) window periods as set forth in Article 7 - Scheduling, must provide at least forty-eight (48) 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 Sheriff's Office.

10.5 Employees and/or administrative/clerical employees who are taken sick or injured while on vacation may convert that time to disability time, which became sick leave on December 7, 2021, or sick leave, effective from the time the employee sees a doctor, and the doctor certifies the employee and/or administrative/clerical employee is unable to work through the period of the sickness and/or injury covered by the doctor's statement. The doctor's statement must be submitted to the Sheriff or his/her designee, for transmittal to the Commissioner of Human Resources.

10.6 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 and/or administrative/clerical employee's vacation account as of his/her anniversary date. Effective **January 1, 2016**, employees' and/or administrative/clerical employees' vacation time shall become an "allotted benefit", to be credited to the employees' vacation time balance at the beginning of each year. The "allotted benefit" will be calculated similarly to "accrued" vacation time, as set forth above.

If an employee has used more vacation time at separation than would have been used with the vacation schedule set forth above, payment for those days will be deducted from the employees' last pay. If an employee has not used more vacation time at separation than would have been used with the vacation schedule set forth above, payment for those days will be added to the employee's last pay.

Upon completion of the bidding of tours of duty as set forth in Article – 8 – Work Schedules and Hours of Work, the selection of vacation for the six (6) month bidding period shall commence and be completed by the end of March and August of each year respectively.

- 10.7**
- a) Any employee who is laid off, resigns or retires shall receive up to two (2) year's earned vacation time. In the event of a resignation or retirement, the employee shall give at least ten (10) working days' notice to the Commissioner of Human Resources of his/her resignation, and the employee works at least ten (10) days following the written notice. The ten (10) working days' notice shall not apply in the event of disability retirement. Paid vacation time received at the time of separation does not apply to any specific period of time, and cannot be used to extend the separation date. All earned vacation time shall be paid to an employee's estate upon his/her death.
 - b) All payouts under (a) above shall be made within thirty (30) calendar days following separation or death.
 - c) An employee discharged or terminated by the Employer is not eligible for vacation pay at the time of such discharge or termination.

ARTICLE 11 - SMOKING POLICY

No employee, part-time employee, or administrative/clerical employee shall smoke or carry a lighted cigar, cigarette, pipe, or any other form of smoking object or device in any Employer owned, or occupied building(s), or vehicle(s).

ARTICLE 12 – LONGEVITY

All employees' and/or administrative/clerical employees' longevity shall be calculated and paid based upon years of service with the Employer as follows:

Deputy Sheriff's

Years of Service	<u>3/1/04</u>	<u>3/1/05</u>
Start 9 th -11 th	\$425.00	\$450.00
Start 12 th -14 th	\$625.00	\$650.00
Start 15 th -17 th	\$700.00	\$720.00
Start 18 th Year and above	\$900.00	\$920.00

Years of Service	<u>3/1/06</u>	<u>3/1/07</u>
Start 9 th Year through 11 th Year	\$450.00	\$475.00
Start 12 th Year through 14 th Year	\$650.00	\$675.00
Start 15 th Year through 17 th Year	\$720.00	\$800.00
Start 18 th Year and above	\$920.00	\$1,000.00

Years of Service	<u>3/1/08</u>	<u>3/1/09</u>
Start 9 th Year through 11 th Year	\$500.00	\$525.00
Start 12 th Year through 14 th Year	\$700.00	\$725.00
Start 15 th Year through 17 th Year	\$825.00	\$850.00
Start 18 th Year and above	\$1,025.00	\$1,050.00

Years of Service	<u>2/28/10</u>
Start of the 8 th Year through 9 th Year	\$525.00
Start of the 10 th Year through 13 th Year	\$725.00
Start of the 14 th Year through 17 th Year	\$850.00
Start of the 18 th Year and above	\$1,050.00

Years of Service	<u>3/1/10</u>	<u>3/1/11</u>	<u>3/1/12</u>	<u>1/1/13</u>
Start of the 8 th Year through 9 th Year	\$525.00	\$525.00	\$525.00	\$525.00
Start of the 10 th Year through 13 th Year	\$725.00	\$725.00	\$725.00	\$725.00
Start of the 14 th Year through 17 th Year	\$850.00	\$850.00	\$850.00	\$850.00
Start of the 18 th Year and above	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00

Years of Service	<u>1/1/14</u>	<u>1/1/15</u>	<u>1/1/16</u>	<u>1/1/17</u>
Start of the 8 th Year through 9 th Year	\$575.00	\$650.00	\$725.00	\$775.00
Start of the 10 th Year through 13 th Year	\$775.00	\$850.00	\$925.00	\$975.00
Start of the 14 th Year through 17 th Year	\$900.00	\$975.00	\$1,050.00	\$1,100.00
Start of the 18 th Year and above	\$1,100.00	\$1,175.00	\$1,250.00	\$1,300.00

Years of Service	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>
Start of the 8 th Year through 9 th Year	\$825.00	\$875.00	\$925.00	\$975.00
Start of the 10 th Year through 13 th Year	\$1,025.00	\$1,075.00	\$1,125.00	\$1,175.00
Start of the 14 th Year through 17 th Year	\$1,150.00	\$1,200.00	\$1,250.00	\$1,300.00
Start of the 18 th Year and above	\$1,350.00	\$1,400.00	\$1,450.00	\$1,500.00

Years of Service	<u>1/1/22</u>	<u>1/1/23</u>	<u>1/1/24</u>	<u>1/1/25</u>
Start of the 8 th Year through 9 th Year	\$1,025.00	\$1,075.00	\$1,125.00	\$1,175.00
Start of the 10 th Year through 13 th Year	\$1,225.00	\$1,275.00	\$1,325.00	\$1,375.00
Start of the 14 th Year through 17 th Year	\$1,350.00	\$1,400.00	\$1,450.00	\$1,500.00
Start of the 18 th Year and above	\$1,550.00	\$1,600.00	\$1,650.00	\$1,700.00

Administrative/Clerical Employees

Years of Service	<u>3/1/04</u>	<u>3/1/05</u>	<u>3/1/06</u>	<u>1/1/07</u>
Start of the 10 th Year through 14 th Year	\$425.00	\$425.00	\$425.00	\$425.00
Start of the 15 th Year through 19 th Year	\$625.00	\$625.00	\$625.00	\$625.00
Start of the 20 th Year through 24 th Year	\$700.00	\$720.00	\$740.00	\$760.00
Start of the 25 th Year and above	\$900.00	\$920.00	\$940.00	\$960.00

Years of Service	<u>1/1/08</u>	<u>1/1/09</u>
Start of the 10 th Year through 14 th Year	\$490.00	\$490.00
Start of the 15 th Year through 19 th Year	\$690.00	\$690.00
Start of the 20 th Year through 24 th Year	\$760.00	\$760.00
Start of the 25 th Year and above	\$960.00	\$960.00

Years of Service	<u>1/1/10</u>	<u>1/1/11</u>	<u>1/1/12</u>	<u>1/1/13</u>
Start of the 10 th Year through 14 th Year	\$490.00	\$500.00	\$510.00	\$520.00
Start of the 15 th Year through 19 th Year	\$690.00	\$700.00	\$710.00	\$720.00
Start of the 20 th Year through 24 th Year	\$760.00	\$775.00	\$790.00	\$805.00
Start of the 25 th Year and above	\$960.00	\$975.00	\$990.00	\$1,005.00

Years of Service	<u>1/1/14</u>	<u>1/1/15</u>	<u>1/1/16</u>	<u>1/1/17</u>
Start of the 10 th Year through 14 th Year	\$545.00	\$570.00	\$600.00	\$6505.00
Start of the 15 th Year through 19 th Year	\$745.00	\$770.00	\$800.00	\$850.00
Start of the 20 th Year through 24 th Year	\$840.00	\$875.00	\$925.00	\$975.00
Start of the 25 th Year and above	\$1,050.00	\$1,100.00	\$1,175.00	\$1,225.00

Years of Service	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>
Start of the 10 th Year through 14 th Year	\$700.00	\$750.00	\$800.00	\$850.00
Start of the 15 th Year through 19 th Year	\$900.00	\$950.00	\$1,000.00	\$1,050.00
Start of the 20 th Year through 24 th Year	\$1,025.00	\$1,075.00	\$1,125.00	\$1,175.00
Start of the 25 th Year and above	\$1,275.00	\$1,325.00	\$1,375.00	\$1,425.00

Years of Service	<u>1/1/22</u>	<u>1/1/23</u>	<u>1/1/24</u>	<u>1/1/25</u>
Start of the 10 th Year through 14 th Year	\$900.00	\$950.00	\$1,000.00	\$1,050.00
Start of the 15 th Year through 19 th Year	\$1,100.00	\$1,150.00	\$1,200.00	\$1,250.00
Start of the 20 th Year through 24 th Year	\$1,225.00	\$1,275.00	\$1,325.00	\$1,375.00
Start of the 25 th Year and above	\$1,475.00	\$1,525.00	\$1,575.00	\$1,625.00

Effective **January 1, 2016**, longevity shall be calculated and paid for all prior service with the Employer, or as a full-time police officer, or Deputy Sheriff hired with prior credited service in the State of New York. Longevity shall be included in the overtime calculation rate.

Longevity shall be payable in the pay period of the employee and administrative/clerical employee's anniversary date. Effective **February 28, 2010** an employee and administrative/clerical employee shall qualify for and be paid longevity pay at the start of their anniversary year indicated in the above schedules.

ARTICLE 13 - LABOR-MANAGEMENT MEETINGS

The Employer and the PBA shall meet at the request of either party to discuss terms and conditions of employment. The request shall be in writing, addressed to the Sheriff and Commissioner of Human Resources, or designated representative(s), or PBA President or designated representative(s), at their respective addresses, and shall contain the statement of the specific subject matter or matters to be discussed. The labor management meeting shall be scheduled by mutual agreement. Any agreement or understanding reached between the parties shall be reduced to writing and signed by an authorized representative of each party.

ARTICLE 14 - PERSONAL LEAVE AND DISABILITY/SICK LEAVE (Disability Leave was effective through December 6, 2021).

14.1 Each employee and administrative/clerical employee shall be credited with five (5) days of personal leave on the first (1st) day of the first (1st) payroll period in March of each year, through December 31, 2012. Effective **January 1, 2013**, each employee shall be credited with five (5) days of personal leave on the first (1st) day of the first (1st) payroll period in each January thereafter.

14.2 Each employee and administrative/clerical employee hired after the first (1st) pay period of the year, shall be eligible to and accumulate personal leave time at the rate of one (1) day each month for their first (1st) five (5) months of employment, not to exceed five (5) days in any calendar year, or until they are eligible to be credited with personal leave in accordance with 14.1 above.

14.3 See Article 17 Benefits Applicability, for rules governing personal leave time for an employee and administrative/clerical employee working other than full-time.

14.4 An employee or administrative/clerical employee shall report all absences and/or lateness as early as possible, by contacting the Sheriff or his/her designee, and giving the following information: name, reason for the absence or lateness, and length of time expected to be absent or late. An employee or

administrative/clerical employee may use personal leave in hourly blocks to cover the aforementioned circumstances.

14.5 Personal leave is to be used any time an employee and/or administrative clerical employee needs or wants time off for any reason. Unless it is for an emergency, personal leave must be submitted for approval to the Sheriff or his/her designee, at least forty-eight (48) hours in advance of the start of the time to be used. Personal leave shall not be unduly denied. However, the Sheriff or his/her designee, shall have the right to limit the number of employees and/or administrative clerical employees on personal leave at any one (1) time. If an employee and/or administrative clerical employee gives sufficient notice to the Sheriff or his/her designee, for time off from his/her duties, and the granting of the time off does not create an overtime situation within that pay week, or the relief employee can fill the tour of duty, and there will be at least three (3) employees remaining on the tour of duty, then the Sheriff or his/her designee, will grant the requested time off. The exception to the foregoing three (3) person requirement is that if an employee is on military leave, he/she is to be counted as if they were working their regular tour of duty.

14.6 Effective **July 19, 2006**, all unused personal leave time, up to a maximum accumulation of ten (10) days, can be carried over from year to year to use, or to be used to pay for the health insurance premium in retirement.

14.7 Employees on unpaid leave of absence shall not accumulate personal leave time during the unpaid leave.

14.8 **Disability Leave** is effective through **December 6, 2021**.

- a) Disability leave for personal illness with full pay at the employee's regular rate of pay, exclusive of tour of duty differential, will be granted as follows, from the date the employee sees a doctor and is deemed unable to work and receives an approved disability form explaining the illness and expected length of absence. This disability form must be received by the Human Resources Department within the two (2) week pay period disability is claimed:

Length of continuous service	Maximum paid personal and disability leave (Working days each contract year)	Total maximum hours
Up to one (1) year	15	120
One (1) year	25	200
Two (2) years	50	400
Three (3) years	75	600
Four (4) years	100	800
Five (5) years and above	120	960

- b) For each additional two (2) week period of absence, the employee and/or administrative clerical employee will submit a new doctor's statement before receiving his/her disability/sick leave pay.

Employees and/or administrative clerical employees may use existing sick leave entitlements up to a maximum of three (3) days prior to needing a doctor's statement, and may use any remaining sick leave entitlements to extend exhausted disability leave benefits.

- c) Employees and/or administrative clerical employees returning from disability leave who have exhausted their disability bank, shall be required to serve six (6) consecutive months before being eligible for disability leave again. Additional disability leave shall not accrue while an employee is on disability leave.
- d) The Employer shall reserve the right to provide the above disability leave insurance either by self-insurance or private insurance carrier.
- e) See Article 17 on Benefits Applicability for rules governing disability leave time for employees working other than full-time.

The Employer 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 Employer's expense, by a physician selected by the Employer to determine the nature and extent of the illness or disability.

As a result of such physician's statement(s) and examination(s), the Employer may approve or deny an employee's disability/sick leave requests, and establish limits and conditions for any further approved disability/sick leave connected with the same illness or disability.

14.9 Sick Leave - Effective December 7, 2021, 14.8 above shall no longer be applicable, and the following shall apply:

- a) Each employee and administrative/clerical employee with seven (7) or more years of service who is currently eligible for Disability Leave under the Agreement, shall receive a one (1) time lump sum sick leave credit based on his/her years of service, not to exceed two hundred and twenty-five (225) days (1800 hours), as follows:

Employee's years of service x ninety-six (96) hours = Total accrued sick leave credits

Example: Ten (10) years x ninety-six (96) hours = nine hundred ninety-six (960) hours

Each employee and administrative/clerical employee with less than seven (7) years of service who is currently eligible for Disability Leave under the Agreement, shall receive a one (1) time lump sum sick leave credit based on years of service, not to exceed six hundred (600) hours, as follows:

Employee's years of service x ninety-six (96) hours + forty-eight [48] hours = Total accrued sick leave credits

Example: Five (5) years of service x ninety-six (96) hours = four hundred eighty (480) hours

Four hundred eighty (480) hours + forty-eight (48) hours = five hundred twenty-eight (528) hours

- b) Each employee and administrative/clerical employee shall be permitted to accumulate up to a maximum of two hundred and twenty-five (225) days (1,800 hours) of sick leave, which shall include the above sick leave crediting. Upon retirement, the unused sick leave accumulation may only be used to pay for health insurance in retirement, for up to fifteen (15) years (180 months) from the date of retirement, referred to as the "Retirement Fund Account", not paid for by the Employer. There is no cash payment for sick leave upon separation or retirement from service. If the retiree's "Retirement Fund Account" has a balance when the retiree reaches

fifteen (15) years (180 months) of health insurance coverage, that balance reverts back to the Employer.

EXAMPLE: If employee retires with two hundred and twenty-five (225) days (1,800 hours) of sick leave, the two hundred twenty-five (225) days will be multiplied by eight (8) hours, equaling eighteen hundred (1800) hours of unused accrued sick leave, and The employee's hourly rate is forty dollars (\$40.00), that employee then converts his/her eighteen hundred (1800) hours to pay for his/her portion of each month's health insurance premium upon retirement, for up to fifteen (15) years 180 months of coverage, from the date of retirement as illustrated:

1800 hours x \$40.00/hr. = \$72,000.00, which is the dollar amount to be applied towards the retirees monthly contribution towards the health insurance premium from his/her "Retirement Fund Account".

- c) The one (1) time lump sum and accumulated sick leave may be applied toward time off due to personal illness, personal injury, other personal medical disability, and personal medical appointments. The sick leave shall be reduced by the time absent. Sick leave shall accumulate at a rate of eight (8) hours each month. Sick leave may be used in one-quarter (1/4) hour increments.
- d) An employee and/or administrative/clerical employee shall be credited with eight (8) hours of sick leave in the month of hire, if the employee and/or administrative/clerical employee starts on or before the fifteenth (15th) day of the month. Employees and/or administrative/clerical employees who start after the fifteenth (15th) day of a month, shall not be credited with eight (8) hours of sick leave for that month.
- e) An employee and/or administrative/clerical employee who is employed for a full calendar year, and who does not use any sick leave during that calendar year, January 1st through December 31st, shall be credited with an additional eight (8) hours of sick leave in the first (1st) pay period of January of each year.
- f) In the event of an employee and/or administrative/clerical employee's death prior to retirement, or a retiree's death prior to the exhaustion of his/her "Retirement Fund Account", which also includes HRA funds, the employee, and/or administrative/clerical employee or retiree's "Retirement Fund Account", or remaining balance thereof, shall go to his/her spouse/domestic partner to continue health insurance coverage under COBRA until the balance is exhausted. For employees and/or administrative/clerical employees who die prior to retirement, the employee's and/or administrative/clerical employees accumulated but unused sick leave will be converted to a monetary amount in accordance with the formula set forth herein. That sum, and the employee's HRA or VEBA will constitute the "Retirement Fund Account" for the purposes of this section. If the employee or retiree's spouse/domestic partner does not elect to continue health insurance coverage under COBRA, the "Retirement Fund Account" and HRA or VEBA funds will revert to the Employer.
- g) An employee and/or administrative/clerical employee is required to call in to the Sheriff or his/her designee, within one (1) hour of the start of their regularly scheduled tour of duty when utilizing sick leave, if no prior notification has been given.
- h) When sick leave is used for more than three (3) continuous workdays, the employee and/or administrative/clerical employee shall obtain a statement from his/her medical provider certifying that he/she is under a physician's care, for the period of sick leave.

The Employer shall have the right, at its discretion, to verify the statement of the attending physician concerning the illness or disability of the employee, and/or administrative/clerical employee, and to require him/her to be examined at the Employer's expense, by a physician selected by the Employer to determine the nature and extent of the illness or disability.

As a result of the Employer's physician's statement(s) and examination(s), the Employer may approve or deny an employee and/or administrative/clerical employee's sick leave use, and establish limits and conditions for any further approved sick leave connected with the same illness or disability.

- i) An employee and/or administrative/clerical employee shall forfeit being paid for a holiday, vacation day, or personal leave day if absent from work on sick or family sick leave on the scheduled workday immediately preceding or following a holiday, vacation day, or personal leave day, unless the absence is verified by a medical provider's certification, if required by the Sheriff or his/her designee.
- j) Any false representation made in connection with a claim for sick leave use shall be determined as just cause for discipline.
- k) Approved Family Medical Leave (FMLA) is excluded from h) above.
- l) **Family Sick Leave:** An employee and/or administrative/clerical employee shall be allowed to use a maximum of forty (40) hours (5 work days), or accumulated sick leave each calendar year for absence from work necessitated by illness of his/her parent, including stepparents and foster parents, spouse/domestic partner, child, including stepchild and foster child, sibling, including step sibling, grandparent, grandchild, parent-in-law, or other person who is a member of the household. The Sheriff or his/her designee, may request written documentation from the employee and/or administrative/clerical employee to verify residency of other household members.

Each employee and/or administrative/clerical employee may use family sick leave up to an additional thirty (30) work days for a family event which is FMLA qualified. The additional sick leave can't be used for an intermittent FMLA leave.

ARTICLE 15 - DRUG AND ALCOHOL TESTING POLICY AND PROCEDURE

The Drug and Alcohol Testing Policy and Procedure is set forth in Appendix "C", attached hereto and made a part of this Agreement.

ARTICLE 16 - GENERAL MUNICIPAL LAW SECTION 207-C POLICY AND PROCEDURE FOR DEPUTY SHERIFFS ONLY

The General Municipal Law Section 207-c Policy and Procedure is set forth in Appendix "D", attached hereto and made a part of this Agreement.

ARTICLE 17 – BENEFITS APPLICABILITY

17.1 Permanent, Provisional Employees, and/or Administrative/Clerical Employees (The term “employees” will mean both for this Article only).

- a) All of the above employees who are appointed on a permanent or provisional basis, and are assigned to work a standard work week, shall receive personal/disability leave through December 6, 2021, sick leave, vacation time, bereavement pay and holiday pay. These employees shall also be eligible to enroll in health insurance, and in the retirement plan that is specific to their title.
- b) All of the above employees who are appointed on a permanent or provisional basis, and who are assigned work other than a standard work week, shall accumulate personal/disability leave, which was effective through December 6, 2021, sick leave and vacation time on a prorated basis for the percentage of hours paid from their anniversary date, multiplied by the total vacation or personal/disability leave, which was effective through December 6, 2021, and sick leave an employee would earn. Use of personal leave time shall be pro-rated on the same basis. These employees shall be eligible to enroll for health insurance, and in the retirement plan that is specific to their title. These employees shall also receive holiday pay and bereavement leave pay on the following basis:
 - (i) All of the above employees working five (5) days each week shall receive bereavement leave and holiday pay based on the average daily hours worked in the last two (2) full pay periods, or four (4) weeks.
 - (ii) All of the above employees working less than five (5) days each week shall receive bereavement leave and holiday pay for any hours normally scheduled for the bereavement leave day or holiday. All of the above employees' schedules may not be changed to either grant or deprive them of their bereavement leave or holiday pay.
- c) The above notwithstanding, all of the above employees appointed on a permanent or provisional basis who are appointed to work less than thirty-three percent (33%) of the time on an annual basis, or eighty-six (86) work days each year, shall not receive any of the following benefits: personal leave days, disability time, which was effective through December 6, 2021, sick leave, vacation time, bereavement leave pay or holiday pay.

17.2 Temporary Employees

- a) All of the above employees originally hired on a temporary basis for longer than one hundred twenty (120) days, shall be eligible for the same benefits as permanent and provisional employees.
- b) All of the above employees originally hired for one hundred twenty (120) days or less, shall not receive any of the following benefits: health insurance, personal/disability time, which was effective through December 6, 2021, sick leave, bereavement leave pay or holiday pay. If an employee originally hired for fewer than one hundred twenty (120) days, and continued in the same position for longer than one hundred twenty (120) days, or receives a permanent or provisional appointment in the same title, that employee shall be eligible to enroll for health insurance as of the provisional or permanent appointment, and will accumulate vacation and

personal leave days, disability time, which was effective through December 6, 2021, and sick leave from the initial date of hire.

ARTICLE 18 – BEREAVEMENT LEAVE

In the event of a death in the employee and/or administrative/clerical employee’s immediate family, defined as spouse/domestic partner, son, daughter, mother, father, stepmother, stepfather, stepchild, brother, sister, grandparents, grandchild, or spouse/domestic partner’s mother, father or children, that employee or administrative/clerical employee shall be entitled to the next three (3) working days off with pay for each occurrence. One (1) additional work day may be used if there is a later interment. Compensation shall be at the employee's regular hourly rate, including any tour of duty differential, and shall not exceed the standard hours of the Sheriff’s Office. A statement covering the absence must be signed and returned to the Human Resources Department on the day the employee returns to work, on the form supplied.

ARTICLE 19 - RETIREMENT PLANS

19.1 The new Career Plan (Section 75(i)), NYS 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. (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.)

19.2 Deputy Sheriffs certified by the Sheriff as being engaged in criminal duty, who entered the Retirement System before **July 1, 1976**, will be covered under Section 89b(m) of the Retirement Law, as provided by Resolution of the Board of Representatives on and reopened by Resolution of the Board of Representatives on **June 26, 1990** to be effective **July 2, 1990**.

19.3 Deputy Sheriff's certified by the Sheriff as being engaged in criminal law enforcement shall be eligible to enroll in Article 14-B, Section 553, of the New York State Retirement and Social Security Law, pursuant to statute, law, or rule or regulation. The plan provides for one-half (1/2) pay after twenty (20) years of service, plus an additional one sixtieth (1/60th) for each year of service thereafter, to a maximum benefit not to exceed seventy-five percent (75%) of the final average salary.

19.4 The death benefit will be paid in accordance with the provisions of the New York State Employees' Retirement System.

ARTICLE 20 - CLOTHING ALLOWANCE (DEPUTY SHERIFF'S)

The Employer will provide the regulation uniform upon original hire to employees. Individual items can be purchased and/or replaced to a maximum as set forth below. A portion of the clothing allowance may be spent on cleaning. All purchasing, cleaning and replacement shall be through the Purchasing Department. Appendix “E”, for eligible items. The clothing allowance amounts are as follows:

<u>3/1/04</u>	<u>3/1/05</u>	<u>3/1/06</u>	<u>3/1/07</u>	<u>3/1/08</u>	<u>3/1/09</u>	<u>2/28/10</u>
\$275.00	\$325.00	\$325.00	\$375.00	\$375.00	\$375.00	\$425.00
<u>3/1/10</u>	<u>3/1/11</u>	<u>3/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>	<u>1/1/16</u>
\$425.00	\$425.00	\$425.00	\$425.00	\$450.00	\$475.00	\$500.00

Effective **January 1, 2016**, the Employer shall provide each new hire with an initial uniform and equipment issue, at no cost to the employee. Thereafter, each employee shall be entitled to the amounts set forth below for the purchase of uniforms and/or cleaning. All purchasing, cleaning and replacement shall be through the Purchasing Department. See Appendix "E", attached hereto and made a part of this Agreement for eligible items. All equipment shall be replaced on a normal wear and tear basis, at no cost to the employee. The clothing allowance amounts are as follows:

<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>
\$525.00	\$550.00	\$575.00	\$600.00	\$625.00
<u>1/1/22</u>	<u>1/1/23</u>	<u>1/1/24</u>	<u>1/1/25</u>	
\$650.00	\$675.00	\$700.00	\$725.00	

Effective **January 1, 2016**, and upon hire, a part-time employee who is a retired Tompkins County Deputy Sheriff shall not be issued uniforms and equipment, and shall continue to use his/her uniforms and equipment provided when he/she was a full-time employee. In the event a new part-time employee is hired, and is not a retired Tompkins County Deputy Sheriff, he/she shall be issued an initial uniform and equipment, at no cost to the part-time employee. The initial uniform and equipment issued shall be in sufficient quantity based on the status of working part time. The equipment issue shall be the same as provided to the full-time employee, except that no Taser or portable radio shall be issued to take home, but will be provided to use when working. The Taser shall only be used if trained in its use. Thereafter, each part-time employee shall be entitled to the amounts set forth below for the purchase of uniforms and/or cleaning:

	<u>For Each 250 Hours Worked</u>
January 1, 2016 – December 31, 2016	\$50.00
January 1, 2017 – December 31, 2017	\$65.00
January 1, 2018 – December 31, 2018	\$80.00
January 1, 2019 – December 31, 2019	\$95.00
January 1, 2020 - December 31, 2020	\$110.00
January 1, 2021 – December 31, 2021	\$125.00
January 1, 2022 – December 31, 2022	\$140.00
January 1, 2023 – December 31, 2023	\$155.00
January 1, 2024 – December 31, 2024	\$170.00
January 1, 2025 – December 31, 2025	\$185.00

All purchasing, cleaning and replacement shall be through the Purchasing Department. See Appendix "E", attached hereto and made a part of this Agreement for eligible items. All equipment shall be replaced on a normal wear and tear basis, at no cost to the employee.

Upon promotion to Investigator, that employee shall receive a one (1) time additional payment for the purchase of clothing and shoes over and above the amounts set forth above that is received by employees for the purchase of uniforms and cleaning.

<u>3/1/04</u>	<u>3/1/05</u>	<u>3/1/06</u>	<u>3/1/07</u>	<u>3/1/08</u>	<u>3/1/09</u>
+\$175.00	+\$225.00	+\$225.00	+\$275.00	+\$275.00	+\$275.00
<u>2/28/10</u>	<u>3/1/10</u>	<u>3/1/11</u>	<u>3/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>
+\$325.00	+\$325.00	+\$325.00	+\$325.00	+\$325.00	+\$350.00

<u>1/1/15</u>	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>
+\$375.00	+\$400.00	+\$425.00	+\$450.00	+\$475.00	+\$500.00
<u>1/1/21</u>	<u>1/1/22</u>	<u>1/1/23</u>	<u>1/1/24</u>	<u>1/1/25</u>	
+\$525.00	+\$550.00	+\$575.00	+\$600.00	+\$625.00	

When an employee is absent for more than four (4) consecutive months, the clothing allowance will be prorated. Uniforms damaged in the line of duty and reported in writing to the Sergeant within three (3) days, will be replaced, exclusive of the clothing allowance as set forth above that is received by employees.

Effective **January 1, 2016**, and when an employee is out for more than four (4) consecutive months of work during the calendar year, the clothing allowance shall be pro-rated. In the event the clothing allowance has already been spent during the calendar year, and that employee is out for more than four (4) consecutive months of work during the calendar year, his/her clothing allowance the following calendar year shall be pro-rated. Any uniforms or equipment damaged in the line of duty and reported, in writing, to a Sergeant within three (3) work days of the occurrence, shall be replaced at no cost to the employee.

ARTICLE 21 - PERSONAL PROPERTY (DEPUTY SHERIFFS)

Eyeglasses or contact lenses, wristwatches, and dentures 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 shall notify the immediate Supervisor, in writing, prior to the end of the tour of duty, stating the article(s) damaged, and a description of incident which resulted in the damage;
- b) The Supervisor shall notify the Sheriff or his/her designee, in writing, within two (2) working days of the claim for damage;
- c) The employee shall file the claim for reimbursement with the Human Resources Department within ten (10) working days from the date of the incident. The claim shall include the bills for replacement or repair of the damaged article(s).
- d) The Human Resources Department 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 Employer shall be entitled to the reimbursement if it has reimbursed the employee for the damaged article(s).

ARTICLE 22 - REST PERIODS

An employee and/or administrative/clerical employee shall be allowed a twenty (20) minute rest period during each full tour of duty worked.

ARTICLE 23 - MILITARY LEAVE

Military leave shall be granted in accordance with applicable Federal and State laws when an employee and/or administrative/clerical employee is required to attend ordered military service.

ARTICLE 24 - LAY-OFF PROCEDURE FOR COMPETITIVE CLASS EMPLOYEES

Competitive class employees and/or administrative/clerical employees will be laid off in accordance with Section 80 of the New York State Civil Service Law.

There shall be no layoff of a full-time employees until all part-time employees are laid off first (1st).

ARTICLE 25 – JURY DUTY SERVICE

An employee and/or administrative/clerical employee, who appear for or is performing jury duty service during their scheduled working hours, shall suffer no loss of pay. For any portion of the employee and/or administrative/clerical employee’s scheduled working day not spent on jury duty service, that employee and/or administrative/clerical employee shall report back to work to perform his/her regular duties for the remaining hours of work.

ARTICLE 26 - MANAGEMENT RIGHTS

The Employer retains the sole right to manage office 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 Employer are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all the rights, powers and authority the Employer had prior to entering this Agreement, are retained by them, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 27 – RECIPROCAL RIGHTS

27.1 The Employer and the PBA will administer their obligations under this Agreement in a manner which shall be fair and impartial to all bargaining unit employees, and shall not discriminate against any employees by reason of race, color, sex, religion, age, marital status, national origin, disability, ex-offender status, military status, or sexual orientation.

27.2 The Employer will not interfere with, restrain or coerce employees because of membership or lawful activity in the PBA.

27.3 The Employer recognizes the right of the PBA to designate representatives to appear on their behalf to discuss terms and conditions of this Agreement. The named PBA representatives shall not exceed one (1) employee from each tour of duty for the Road Patrol and Criminal Investigations, and one (1) employee each for all other administrative/clerical personnel. This is not to be construed to restrain the Sheriff from

the department's day-to-day operation including direction to the employee and/or administrative clerical employee.

27.4 The PBA will use only the named designated employee representatives from each tour of duty for the Road Patrol and administrative/clerical personnel. If an employee representative is unavailable, the PBA may name another representative(s).

27.5 The PBA agrees that it, and its members, will restrict the amount of necessary PBA activity conducted on work time to the lowest possible minimum, and agrees to use everything in its power to prevent unnecessary use of that time, and abuses.

27.6 The employee, administrative clerical employee, employee representative(s), and PBA President shall be permitted to attend grievance and/or PERB hearings, when deemed necessary, without loss of pay. All PBA officials and representatives shall obtain permission from the Sheriff or his/her designee, for them to leave their work assignment.

27.7 The Commissioner of Human Resources and the Sheriff shall be notified in writing forty-eight (48) hours in advance of the name of the employee, administrative/clerical employee, and the representative(s) who will be attending the grievance and/or PERB hearings.

27.8 The PBA's representative(s) shall notify the Sheriff or his/her designee, on arrival of their presence at the Sheriff's Office, and the reason for their visit.

27.9 The PBA 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 Sheriff or his/her designee.

27.10 The PBA will promptly advise the Commissioner of Human Resources and the Sheriff, in writing, of all its officials and representatives, and any changes as they occur.

27.11 **PBA Time Off** - Time off without pay shall be granted for PBA conferences, provided ten (10) working days' notice is given in writing to the Sheriff or his/her designee, with a limit of one (1) person in the Sheriff's Office at a time. The employee and/or administrative/clerical employee may alternatively charge off such time against compensatory, vacation or personal leave time. There will be a maximum limit of five (5) work days each person each calendar year.

ARTICLE 28 – OUTSIDE EMPLOYMENT

Any employee, and/or administrative/clerical employee covered by this Agreement may engage in extra work for another employer outside their regular hours of work. An employee shall complete a Notice of Secondary Employment filed with the Sheriff or his/her designee, prior to starting the secondary employment, and provide that such extra work does not interfere or conflict with the employees' regular duties of the Sheriff's Office, or availability for emergency duty; and does not impair nor affect the employees' physical condition to the extent that it impairs the ability of the employee to perform such duties effectively. No employee, or part-time employee, may use any of the equipment, uniform or other property while employed in any capacity outside of the 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 or his/her designee, in writing.

ARTICLE 29 – DUES DEDUCTION

Upon receipt of a signed authorization from a member of the bargaining unit, his/her regular monthly PBA dues shall be deducted from their pay as set forth herein. The PBA President shall notify the Commissioner of Human Resources of the amount of dues to be deducted, and changes as they occur. Dues deductions shall be made in the second (2nd) payroll of each month, and shall be remitted promptly to the PBA Treasurer.

Indemnification. The PBA shall indemnify the Employer 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 Employer for the purpose of complying with the provisions of this Article.

ARTICLE 30 - SEPARABILITY

In the event that a provision of this Agreement shall, at any time, be declared invalid by a court of competent jurisdiction, or through law, government regulation or decrees, such decision shall not affect any other provisions of this Agreement, being the express intent of the parties hereto that all provisions not declared invalid shall remain in full force and effect. In that event, the parties shall meet and negotiate the impact of the Article(s), subsection(s) and/or paragraph(s) of this Agreement that have/has been declared invalid.

ARTICLE 31 -AGREEMENT

A copy of this Agreement, including the Grievance Procedure, will be provided to all current employees. All new employees, upon hire, will be provided a copy of this Agreement. It shall also be the responsibility of the Human Resources Department to send each employee, part-time employee and/or administrative/clerical employee, any changes in the Agreement.

ARTICLE 32 - TAYLOR LAW

“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”

ARTICLE 33 - EMPLOYEE RIGHTS

33.1 Standard of Review

No employee, part-time employee and/or administrative/clerical employee shall be disciplined, discharged, reduced in rank or compensation without just cause.

33.2 Definitions

- a) **Discipline:** includes any written reprimand or written reference to an oral reprimand, reduction in compensation, demotion, imposition of a fine or suspension, which the Employer seeks to impose on any unit member as a penalty for Misconduct or Incompetence.
- b) **Discharge:** means termination from service as an employee.

- c) **Office:** means the Tompkins County Sheriff's Office.
- d) **Employer:** means Tompkins County and the Sheriff.
- e) **PBA:** means the Tompkins County Deputy Sheriff's Association, Inc.
- f) **Representatives:** means any person(s) designated by the PBA to act on behalf of the grievant and/or PBA.
- g) **Employee:** means any person(s) represented by the Tompkins County Deputy Sheriff's Association, Inc.
- h) **Days:** means regular business days (i.e., Monday through Friday, excluding holidays).
- i) **Service:** means the delivery of a written Notice by certified mail, return receipt requested, or hand delivery.
- j) **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 a memo was issued.

33.3 Investigation

In the event that the Sheriff or his/her designee, learns of an allegation of an employee's Misconduct or Incompetence, which generates concern for the safety and welfare of other employees or the public, the Sheriff or his/her designee may suspend the employee against whom the allegation(s) are made, with pay, up to thirty (30) days in order to further investigate the allegation(s). If the allegation(s) proves unfounded, all records of the allegation(s) shall be destroyed, and the employee shall immediately return to active duty with no loss of pay or benefits. If, after further investigation, the Sheriff or his/her designee, believes the allegation(s) to be substantiated, disciplinary action may be taken pursuant to this Article. The PBA President shall be advised prior to any investigatory interviews, of the names of the employee(s) to be interviewed, with the date, time, and location of the interview(s).

33.4 Rights To Representation

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

33.5 Statute of Limitation

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

33.6 Personnel File

The Employer shall keep one (1) official personnel file on each employee, part-time employee, and/or administrative/clerical employee. The file shall be kept at the Human Resources 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, part-time employee, and/or administrative/clerical employee's personnel file, he/she will be notified by the Sheriff or his/her designee, prior to the placement, and if the material is derogatory in nature, the employee, part-time employee, and/or administrative/clerical employee shall have the right to confront the author of the material before it is placed in the personnel file. Further, the employee, part-time employee, and/or administrative/clerical employee may write a response to the derogatory material, or may grieve it if the Employer places it in the employee, part-time employee, and/or administrative/clerical employee's file, over his/her objections. After eighteen (18) months, the derogatory material shall be expunged from the personnel file.

The employee, part-time employee, and/or administrative/clerical employee or authorized designee, shall have the right to review the contents of his/her personnel file, by giving at least twenty-four (24) hours' notice to the Human Resources Department. The employee, part-time employee, and/or administrative/clerical employee or authorized designee shall be given copies of all documents that are placed in his/her personnel file. Except in cases where litigation is pending, the employee, part-time employee, and/or administrative/clerical employee who requests a copy of his/her file shall pay the Employer twenty-five cents (\$.25) per page for additional copies over the initial copy.

33.7 Procedures For Notice To Discipline

Where the Sheriff or his/her designee, upon further investigation, has probable cause to believe that an employee, part-time employee, and/or administrative/clerical employee is guilty of Misconduct or Incompetency, the Sheriff shall initiate disciplinary action by serving upon the employee, part-time employee, and/or administrative/clerical employee, a Notice of Discipline as set forth in Appendix "F", attached hereto and made a part of this Agreement. This Notice of Discipline 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, part-time employee, and/or administrative/clerical employee, the PBA President shall be provided with a copy.

In addition to the Notice of Discipline, the employee, part-time employee, and/or administrative/clerical employee will also be served with a Notice For Arbitration as set forth in Appendix "G" attached hereto and made a part of this Agreement, and the Notice of Hearing Waiver as set forth in Appendix "H" attached hereto and made a part of this Agreement.

Within ten (10) days of receipt of the Notice of Discipline, the employee, part-time employee, and/or administrative/clerical employee shall serve upon the Sheriff, either a Notice for Arbitration, or Notice of Hearing Waiver.

Upon failure by the employee, part-time employee, and/or administrative/clerical employee to provide to the Sheriff either the Notice For Arbitration or Notice of Hearing Waiver within the ten (10) days as set forth herein, the Notice of Discipline shall be deemed sustained, and the penalty being sought may immediately be imposed.

In the event the employee, part-time employee, and/or administrative/clerical employee serves the Sheriff with a Notice For Arbitration, with suspension without pay or discharge as the penalty being sought,

the employee, part-time employee, and/or administrative/clerical employee will be suspended with pay and benefits.

33.8 Discovery

The Employer and PBA 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 five (5) days written request, the following information:

- a) Names of any known witness(es) with knowledge of facts relevant to the charge(s) or specification(s); b) any document(s), lab test(s), scientific test(s), photograph(s), video tape(s), drawing(s), chart(s), etc... which relate to the charge(s) or specification(s); c) copies of sworn statement(s) made by a witness(es); d) the identification of any witness(es) with first (1st) 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.

33.9 Procedures For Arbitration

Within ten (10) days of receipt of the employee's Notice for Arbitration, the Employer and PBA representatives will contact James Markowitz, the permanent arbitrator for, at least three (3) hearing dates within sixty (60) calendar days of contact.

Effective **February 11, 2016**, and within ten (10) days of receipt of an employee's Notice For Arbitration, the Employer's and the PBA's representative will contact the Arbitrators as set forth below, on a rotating basis, for a mutually agreeable hearing date(s), within sixty (60) calendar days of the contact.

1. Dennis Campagna
2. Louis Patack
3. Howard Foster
4. Jay Siegel

The time for the hearing(s) will be mutually agreed to between the PBA and Employer representative(s).

If post hearing briefs are required by the Arbitrator, or requested by either the Employer or PBA representative(s), the 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 written 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 record of the hearing. The costs shall be borne equally between the Employer and the PBA.

The cost of the arbitration shall be borne equally between the Employer and the PBA. Each party shall bear their own costs for witnesses, representatives, and exhibit fees.

The employee, part-time employee, and/or administrative/clerkal employee may, at his/her expense, have his/her own representative represent him/her at the arbitration. In that event, the PBA representative must be present at any meetings held outside the arbitration hearing that take place between the Employer and the employee's, part-time employee's, and/or administrative/clerkal employee's representative. By mutual agreement, the PBA and the Employer representatives, or the employee's, part-time employee's, and/or administrative/clerkal employee's representative, can extend any time frame contained herein.

33.10 Burden and Quantum of Proof

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

33.11 Limitation on Choice of Forums

The parties agree that the procedures set forth in this 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.

33.12 Informal Resolution Procedure

Prior to the service of formal written charges, the Sheriff may initiate an informal meeting with the employee, part-time employee, and/or administrative/clerkal employee and the PBA representative, if the employee, part-time employee, and/or administrative/clerkal employee requests the presence of the PBA representative for the purpose of attempting to resolve the situation informally. In the event that the meeting does not resolve the disciplinary action, formal written charges may be served on the employee at the end of the meeting.

ARTICLE 34 - GRIEVANCE PROCEDURE – Effective through June 30, 2015

34.1 Definitions As used herein, the following terms shall have the following meanings:

- a) "Employer" shall mean the County and the Sheriff of Tompkins County.
- b) "PBA" shall mean the Tompkins County Deputy Sheriff's Association, Inc.
- c) "Employee" shall mean any person or persons covered by the terms of this Agreement.
- d) "Grievant" shall mean employees, groups of employees, or the PBA 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 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 Employer, which relate to or involve 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.

34.2 General

- a) Each employee and/or the PBA 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 PBA representative 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 Human Resources; and written responses of the Employer hereunder shall be submitted to the employee involved, and the PBA President.

34.3 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.

34.4 Procedure

Step 1: Immediate Supervisor Stage

- a) An employee or the PBA shall present the grievance orally or in writing to the employee's immediate supervisor within ten (10) days after the grievance occurs. The Supervisor, forthwith, 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 superiors. The Supervisor shall reply to the employee or the PBA, in writing, within ten (10) days of the submission of such grievance.
- b) If the matter is satisfactorily resolved, the employee, Supervisor, or appointing authority and a PBA representative, if any, 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 Human Resources, which memorandum shall remain filed permanently in the employee's personnel file.

Step 2: Department Head Stage

- a) In the event the PBA wishes to appeal an unsatisfactory written 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 written decision. The Sheriff, Commissioner of Human Resources, or their designees, shall hold an informal hearing within ten (10) days after receiving the appeal. The employee and PBA representative may appear at the hearing and present oral or written statements or arguments. The Sheriff, Commissioner of Human Resources, or their designees, shall issue a written decision to the PBA by the end of the tenth (10th) day after the close of the hearing.

Step 3: Arbitration Stage

- a) In the event the PBA wishes to appeal an unsatisfactory written decision at Step 2, a Demand for Arbitration shall be presented to the Commissioner of Human Resources within ten (10) days of receipt of the Step 2 written decision. The parties agree to appoint a Panel of Arbitrators, including Mr. Markowitz, Mr. Rinaldo, Mr. Bantle and Mr. Kowalski as the permanent arbitrators. Upon receipt of a Demand for Arbitration the Commissioner of Human Resources will contact next arbitrator on the panel within ten (10) days to obtain three (3) possible arbitration dates and notify the PBA to schedule.

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.

Effective July 1, 2015, the processing of a Grievance shall be as follows:

Step 1 - Sheriff or Undersheriff

An employee or the PBA shall present the grievance in writing to the Sheriff or Undersheriff no later than thirty (30) days after its occurrence. The Sheriff or Undersheriff shall provide his/her written decision no later than ten (10) days after receipt of the grievance.

In the event the matter is resolved, the PBA, Sheriff and Commissioner of Human Resources shall execute a written Stipulation of Settlement, which shall be attached to the Agreement.

Step 2 - Commissioner of Human Resources

In the event the employee or the PBA wishes to appeal an unsatisfactory written decision at Step 1, the appeal shall be presented to the Commissioner of Human Resources no later than ten (10) days after receipt of the Step 1 written decision. The Commissioner of Human Resources shall render his/her written decision not later than ten (10) days after receipt of the appeal to the employee, and the PBA President.

Step 3 – Arbitration

In the event the PBA wishes to appeal an unsatisfactory written decision at Step 2, a Demand for Arbitration shall be presented to the Commissioner of Human Resources no later than ten (10) days of receipt of the Step 2 written decision. The Commissioner of Human Resources shall notify the PBA and

Employer representatives in writing, no later than five (5) days after receipt of the Demand for Arbitration and, the arbitration panelist who is next up in the rotation to hear the grievance. The PBA and Employer representatives shall contact the arbitrator for mutually agreeable dates and times for the arbitration. The parties agree to the following arbitrators:

1. Dennis Campagna
2. Louis Patack
3. Howard Foster
4. Jay Siegel

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. In the event either party requests a transcribed record of the arbitration, that cost shall also be divided equally between the parties, and shall be the official record of the arbitration. Each party shall bear the cost of preparing its own case.

SIGNATURE PAGE

FOR TOMPKINS COUNTY:


FOR THE TOMPKINS COUNTY
DEPUTY SHERIFF'S ASSOCIATION, INC.:


Shawna Black DATE
Chairperson
Tompkins County Legislature

 11/30/2022
Neil Shipman, President DATE

 12/1/22
Lisa Holmes, DATE
County Administrator

 12/1/22
Derek Osborne, Sheriff DATE

 12/1/22
Ruby Pulliam, DATE
Commissioner of Human Resources

APPENDIX "A"

DEPUTY SHERIFF'S BASE WAGE SCHEDULES

	<u>3/1/04</u>	<u>3/1/05</u>
	Hire/Work	Hire/Work
Deputy Sheriff Trainee	\$39,776/\$43,591	\$41,466/\$45,444
Deputy Sheriff	\$44,112/\$47,928	\$45,987/\$49,965
Deputy Sheriff Sergeant	\$53,375/\$57,992	\$55,643/\$60,457
Deputy Sheriff Criminal Investigator	\$53,375/\$57,992	\$55,643/\$60,457
Deputy Sheriff Juvenile Investigator	\$53,375/\$57,992	\$55,643/\$60,457
Deputy Sheriff Senior Criminal Investigator	\$58,713/\$63,791	\$61,208/\$66,502
Deputy Sheriff Lieutenant	\$58,713/\$63,791	\$61,208/\$66,502

	<u>3/1/06</u>	<u>3/1/07</u>
	Hire/Work	Hire/Work
Deputy Sheriff Trainee	\$42,917/\$47,035	\$44,419/\$48,681
Deputy Sheriff	\$47,597/\$51,714	\$49,263/\$53,524
Deputy Sheriff Criminal Investigator	\$57,591/\$62,573	\$59,607/\$64,763
Deputy Sheriff Juvenile Investigator	\$57,591/\$62,573	\$59,607/\$64,763
Deputy Sheriff Sergeant	\$57,591/\$62,573	\$59,607/\$64,763
Deputy Sheriff Senior Criminal Investigator	\$63,350/\$68,830	\$65,567/\$71,239
Deputy Sheriff Lieutenant	\$63,350/\$68,830	\$65,567/\$71,239

	<u>3/1/08</u>	<u>3/1/09</u>
	Hire/Work	Hire/Work
Deputy Sheriff Trainee	\$45,707/\$50,093	\$47,033/\$51,546
Deputy Sheriff	\$50,692/\$55,076	\$52,162/\$56,673
Deputy Sheriff Criminal Investigator	\$61,336/\$66,641	\$63,115/\$68,574
Deputy Sheriff Juvenile Investigator	\$61,336/\$66,641	\$63,115/\$68,574
Deputy Sheriff Sergeant	\$61,336/\$66,641	\$63,115/\$68,574
Deputy Sheriff Senior Criminal Investigator	\$67,468/\$73,305	\$69,425/\$75,431
Deputy Sheriff Lieutenant	\$67,468/\$73,305	\$69,425/\$75,431

DEPUTY SHERIFF'S BASE WAGE SCHEDULES

	<u>3/1/10</u>	<u>3/1/11</u>	<u>3/1/12</u>
	Hire/Work	Hire/Work	Hire/Work
Deputy Sheriff Trainee	\$47,033/\$51,546	\$47,739/\$52,319	\$48,455/\$53,104
Deputy Sheriff	\$52,162/\$56,673	\$52,944/\$57,523	\$53,738/\$58,386
Deputy Sheriff Criminal Investigator	\$63,115/\$68,574	\$64,062/\$69,603	\$65,023/\$70,647
Deputy Sheriff Juvenile Investigator	\$63,115/\$68,574	\$64,062/\$69,603	\$65,023/\$70,647
Deputy Sheriff Sergeant	\$63,115/\$68,574	\$64,062/\$69,603	\$65,023/\$70,647
Deputy Sheriff Senior Criminal Investigator	\$69,425/\$75,431	\$70,466/\$76,562	\$71,523/\$77,710
Deputy Sheriff Lieutenant	\$69,425/\$75,431	\$70,466/\$76,562	\$71,523/\$77,710

	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>
	Hire/Work	Hire/Work	Hire/Work
Deputy Sheriff Trainee	\$49,666/\$54,432	\$50,908/\$55,793	\$52,308/\$57,327
Deputy Sheriff	\$55,081/\$59,846	\$56,458/\$61,342	\$58,011/\$63,029
Deputy Sheriff Criminal Investigator	\$66,649/\$72,413	\$68,315/\$74,223	\$70,194/\$76,264
Deputy Sheriff Juvenile Investigator	\$66,649/\$72,413	\$68,315/\$74,223	\$70,194/\$76,264
Deputy Sheriff Sergeant	\$66,649/\$72,413	\$68,315/\$74,223	\$70,194/\$76,264
Deputy Sheriff Senior Criminal Investigator	\$73,311/\$79,653	\$75,144/\$81,644	\$77,210/\$83,889
Deputy Sheriff Lieutenant	\$73,311/\$79,653	\$75,144/\$81,644	\$77,210/\$83,889

	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>
	Hire/Work	Hire/Work	Hire/Work
Deputy Sheriff Trainee	\$53,746/\$58,903	\$55,627/\$60,965	\$57,574/\$63,098
Deputy Sheriff	\$59,606/\$64,762	\$61,692/\$67,029	\$63,851/\$69,375
Deputy Sheriff Criminal Investigator	\$72,124/\$78,361	\$74,648/\$81,104	\$77,261/\$83,942
Deputy Sheriff Juvenile Investigator	\$72,124/\$78,361	\$74,648/\$81,104	\$77,261/\$83,943
Deputy Sheriff Sergeant	\$72,124/\$78,361	\$74,648/\$81,104	\$77,261/\$83,942
Deputy Sheriff Senior Criminal Investigator	\$79,333/\$86,196	\$82,110/\$89,213	\$84,983/\$92,335
Deputy Sheriff Lieutenant	\$79,333/\$86,196	\$82,110/\$89,213	\$84,983/\$92,335

	<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>
	<u>Hire/Work</u>	<u>Hire/Work</u>	<u>Hire/Work</u>
Deputy Sheriff Trainee	\$59,301/\$64,991	\$61,080/\$66,941	\$62,913/\$68,949
Deputy Sheriff	\$65,767/\$71,456	\$67,740/\$73,600	\$69,772/\$75,808
Deputy Sheriff Criminal Investigator	\$79,386/\$86,251	\$81,569/\$88,623	\$83,812/\$91,060
Deputy Sheriff Juvenile Investigator	\$79,386/\$86,251	\$81,569/\$88,623	\$83,812/\$91,060
Deputy Sheriff Sergeant	\$79,386/\$86,251	\$81,569/\$88,623	\$83,812/\$91,060
Deputy Sheriff Senior Criminal Investigator	\$87,321/\$94,875	\$89,722/\$97,484	\$92,189/\$100,164
Deputy Sheriff Lieutenant	\$87,321/\$94,875	\$89,722/\$97,484	\$92,189/\$100,164

	<u>1/1/22</u>	<u>1/1/23</u>	<u>1/1/24</u>
	<u>Hire/Work</u>	<u>Hire/Work</u>	<u>Hire/Work</u>
Deputy Sheriff Trainee	\$64,800/\$71,018	\$66,744/\$73,148	\$68,746/\$75,343
Deputy Sheriff	\$71,865/\$78,082	\$74,021/\$80,424	\$76,242/\$82,837
Deputy Sheriff Criminal Investigator	\$86,117/\$93,564	\$88,485/\$96,137	\$90,918/\$98,781
Deputy Sheriff Juvenile Investigator	\$86,117/\$93,564	\$88,485/\$96,137	\$90,918/\$98,781
Deputy Sheriff Sergeant	\$86,117/\$93,564	\$88,485/\$96,137	\$90,918/\$98,781
Deputy Sheriff Senior Criminal Investigator	\$94,724/\$102,919	\$97,329/\$105,749	\$100,006/\$108,657
Deputy Sheriff Lieutenant	\$94,724/\$102,919	\$97,329/\$105,749	\$100,006/\$108,657

	<u>1/1/25</u>
	<u>Hire/Work</u>
Deputy Sheriff Trainee	\$70,809/\$77,603
Deputy Sheriff	\$78,529/\$85,322
Deputy Sheriff Criminal Investigator	\$93,419/\$101,497
Deputy Sheriff Juvenile Investigator	\$93,419/\$101,497
Deputy Sheriff Sergeant	\$93,419/\$101,497
Deputy Sheriff Senior Criminal Investigator	\$102,756/\$111,645
Deputy Sheriff Lieutenant	\$102,756/\$111,645

Effective January 1, 2016, and every year thereafter, the hourly wage calculations, regardless of schedules worked, to include part-time Deputy Sheriff's, shall be calculated on 2,070 hours worked each year. (i.e., the part-time Deputy Sheriff shall be paid at the full time Deputy Sheriff Trainee Hire hourly rate of pay of \$25.964/hr. on 1/1/16, and \$34.216/hr. on 1/1/25). For individuals who are working a normal 2,080-hour work year, they will receive 10 "supplemental uncompensated hours", but will also have their hourly rate computed by dividing by 2070.

ADMINISTRATIVE/CLERICAL BASE WAGE SCHEDULES

	<u>3/1/04</u>	<u>3/1/05</u>	<u>3/1/06</u>
	Hire/Work	Hire/Work	Hire/Work
Keyboard Specialist	\$27,502/\$28,745	\$28,465/\$29,751	\$29,461/\$30,792
Sheriff's Clerk	\$32,598/\$36,264	\$33,739/\$37,533	\$34,920/\$38,847
Secretary	\$32,598/\$36,264	\$33,739/\$37,533	\$34,920/\$38,847
Civil Account Permit Clerk	\$32,598/\$36,264	\$33,739/\$37,533	\$34,920/\$38,847
Sr. Civil Account Permit Clerk	\$36,972/\$40,637	\$38,266/\$42,059	\$39,605/\$43,531

	<u>3/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>
	Hire/Work	Hire/Work	Hire/Work
Keyboard Specialist	\$30,492/\$31,870	\$31,407/\$33,826	\$32,114/\$33,565
Sheriff's Clerk	\$36,142/\$40,207	\$37,226/\$41,413	\$38,064/\$42,345
Secretary	\$36,142/\$40,207	\$37,226/\$41,413	\$38,064/\$42,345
Civil Account Permit Clerk	\$36,142/\$40,207	\$37,226/\$41,413	\$38,064/\$42,345
Sr. Civil Account Permit Clerk	\$40,991/\$45,055	\$42,221/\$46,407	\$43,171/\$47,451

	<u>1/1/10</u>	<u>3/1/11</u>	<u>3/1/12 (1)</u>
	Hire/Work	Hire/Work	Hire/Work
Keyboard Specialist	\$30,897/\$33,565	\$30,897/\$33,565	\$30,897/\$33,565
Sheriff's Clerk	\$38,064/\$42,345	\$38,064/\$42,345	\$38,064/\$42,345
Secretary	\$38,064/\$42,345	\$38,064/\$42,345	\$38,064/\$42,345
Civil Account Permit Clerk	\$38,064/\$42,345	\$38,064/\$42,345	\$38,064/\$42,345
Sr. Civil Account Permit Clerk	\$43,171/\$47,451	\$43,171/\$47,451	\$43,171/\$47,451

(1) (NOTE: ALL EMPLOYEES SHALL BE PAID A ONE (1) TIME BONUS OF \$1,250.00).

	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>
	Hire/Work	Hire/Work	Hire/Work
Keyboard Specialist	\$31,515/\$34,236	\$32,145/\$34,921	\$32,868/\$35,707
Sheriff's Clerk	\$38,825/\$43,192	\$39,602/\$44,056	\$40,493/\$45,047
Secretary	\$38,825/\$43,192	\$39,602/\$44,056	\$40,493/\$45,047
Civil Account Permit Clerk	\$38,825/\$43,192	\$39,602/\$44,056	\$40,493/\$45,047
Sr. Civil Account Permit Clerk	\$44,034/\$48,400	\$44,915/\$49,368	\$45,926/\$50,479

	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>
	Hire/Work	Hire/Work	Hire/Work
Keyboard Specialist	\$33,608/\$36,510	\$34,784/\$37,788	\$36,002/\$39,110
Sheriff's Clerk	\$41,404/\$46,061	\$42,853/\$47,673	\$44,353/\$49,342
Secretary	\$41,404/\$46,061	\$42,853/\$47,673	\$44,353/\$49,342
Civil Account Permit Clerk	\$41,404/\$46,061	\$42,853/\$47,673	\$44,353/\$49,342
Sr. Civil Account Permit Clerk	\$46,959/\$51,615	\$48,603/\$53,422	\$50,304/\$55,291

	<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>
	Hire/Work	Hire/Work	Hire/Work
Keyboard Specialist	\$37,082/\$40,284	\$38,194/\$41,492	\$39,340/\$42,737
Sheriff's Clerk	\$45,684/\$50,822	\$47,054/\$52,347	\$48,466/\$53,917
Secretary	\$45,684/\$50,822	\$47,054/\$52,347	\$48,466/\$53,917
Civil Account Permit Clerk	\$45,684/\$50,822	\$47,054/\$52,347	\$48,466/\$53,917
Sr. Civil Account Permit Clerk	\$51,813/\$56,950	\$53,367/\$58,659	\$54,968/\$60,418

	<u>1/1/22</u>	<u>1/1/23</u>	<u>1/1/24</u>
	Hire/Work	Hire/Work	Hire/Work
Keyboard Specialist	\$40,520/\$44,019	\$41,736/\$45,340	\$42,988/\$46,700
Sheriff's Clerk	\$49,920/\$55,535	\$51,417/\$57,201	\$52,962/\$58,917
Secretary	\$49,920/\$55,535	\$51,417/\$57,201	\$52,962/\$58,917
Civil Account Permit Clerk	\$49,920/\$55,535	\$51,417/\$57,201	\$52,962/\$58,917
Sr. Civil Account Permit Clerk	\$56,617/\$62,231	\$58,316/\$64,098	\$60,065/\$66,021

	<u>1/1/25</u>
	Hire/Work
Keyboard Specialist	\$44,278/\$48,101
Sheriff's Clerk	\$54,551/\$60,685
Secretary	\$54,551/\$60,685
Civil Account Permit Clerk	\$54,551/\$60,685
Sr. Civil Account Permit Clerk	\$61,867/\$68,001

APPENDIX "B"
ROAD PATROL WORK SCHEDULE
FOR ILLUSTRATION PURPOSES ONLY, USING 5 POSITIONS

"A" Line Tour of Duty	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
1. Deputy Sheriff Sergeant	W	W	W	W	O	O	W	W	W	W	W	O	O	W	W	W	W	W	O	O	W
2. Deputy Sheriff	O	W	W	W	W	W	O	O	W	W	W	W	W	O	O	W	W	W	W	O	O
3. Deputy Sheriff	W	O	O	W	W	W	W	O	O	W	W	W	W	W	O	O	W	W	W	W	W
4. Deputy Sheriff	W	W	O	O	W	W	W	W	W	O	O	W	W	W	W	W	O	O	W	W	W
5. Deputy Sheriff	W	W	W	W	O	O	W	W	W	W	W	O	O	W	W	W	W	O	O	W	W
	4	4	3	4	3	3	4	3	4	4	4	3	3	4	3	4	4	3	3	3	4

"B" Line Tour of Duty	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
1. Deputy Sheriff Sergeant	W	W	W	W	O	O	W	W	W	W	W	O	O	W	W	W	W	W	O	O	W
2. Deputy Sheriff	O	W	W	W	W	W	O	O	W	W	W	W	W	O	O	W	W	W	W	O	O
3. Deputy Sheriff	W	O	O	W	W	W	W	O	O	W	W	W	W	W	O	O	W	W	W	W	W
4. Deputy Sheriff	W	W	O	O	W	W	W	W	W	O	O	W	W	W	W	W	W	O	O	W	W
5. Deputy Sheriff	W	W	W	W	O	O	W	W	W	W	W	O	O	W	W	W	W	W	O	O	W
	4	4	3	4	3	3	4	3	4	4	4	3	3	4	3	4	4	3	3	3	4

"C" Line Tour of Duty	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
1. Deputy Sheriff Sergeant	W	W	W	W	O	O	W	W	W	W	W	O	O	W	W	W	W	W	O	O	W
2. Deputy Sheriff	O	W	W	W	W	W	O	O	W	W	W	W	W	O	O	W	W	W	W	O	O
3. Deputy Sheriff	W	O	O	W	W	W	W	O	O	W	W	W	W	W	O	O	W	W	W	W	W
4. Deputy Sheriff	W	W	O	O	W	W	W	W	W	O	O	W	W	W	W	W	W	O	O	W	W
5. Deputy Sheriff	W	W	W	W	O	O	W	W	W	W	W	O	O	W	W	W	W	W	O	O	W
	4	4	3	4	3	3	4	3	4	4	4	3	3	4	3	4	4	3	3	3	4

APPENDIX "C"

Drug and Alcohol Testing Policy and Procedure

PURPOSE

The purpose of the Drug and Alcohol Testing Policy and Procedure is to ensure:

(A) A work environment where not only the citizens of the County, but also the Sheriff's Office personnel, are free from the risk of personnel who may be using controlled substances;

(B) The capability of all Sheriff's Office personnel to perform their assigned duties at all times without being under the influence of drugs and alcohol;

(C) That employees (full time, part-time, and administrative/clerical) of the Sheriff's Office share in the responsibility and understanding that when employees (full time, part time, administrative/clerical), who may be using controlled substances and/or alcohol at any time, they are a detriment to themselves, other employees and to the persons they are sworn to protect. It is the obligation of all employees to insure the safety of all concerned by reporting such conduct;

(D) The understanding of the Sheriff's Office employees of the availability of the Employee Assistance Program in which, under confidentiality, they may request assistance and/or rehabilitation for drug use; and/or alcohol use.

(E) That Sheriff's Office personnel are cognizant of the ramifications of the use of alcohol and/or controlled substances at any time.

DEFINITIONS

1. **COVERED EMPLOYEES:** All employees (i.e., full time deputies (regardless of rank), part time deputies, and clerical/administrative employees) of the Sheriff's Office.
2. **MEDICAL REVIEW OFFICER (MRO):** A licensed physician who is a medical doctor or doctor of osteopathy, who is responsible for receiving laboratory results generated by the Employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an employee's confirmed positive test result, together with their medical history and any other biomedical information.
3. **SUBSTANCE ABUSE PROFESSIONAL (SAP):** A licensed physician who is a medical doctor, doctor of osteopathy, or a licensed and certified psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission, with knowledge of and clinical experience in the diagnosis and treatment of controlled substances-related disorders.
4. **DESIGNATED EMPLOYER REPRESENTATIVE (DER):** An employee or individual(s) identified by the Employer as able to receive communications and test results directly from a MRO, screening test technicians, collectors, or SAP, and who is authorized to take immediate action to remove an employee from a safety-sensitive duty, and to make required decisions in the testing and evaluation processes.

5. **ADULTERATED SPECIMEN:** A urine specimen into which the employee has introduced a foreign substance.
6. **DILUTED SPECIMEN:** A urine specimen whose creatinine and specific gravity values are diminished by the employee through the introduction of fluid, usually water, into the specimen either directly or through excessive consumption of fluids.
7. **SUBSTITUTED SPECIMEN:** A specimen that has been submitted by the employee in place of his/her own urine.
8. **SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES (SAMHS):**
9. **DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS):**
10. **EMPLOYEE ASSISTANCE PROGRAM (EAP):**
 - (A) An employee shall have availability to the EAP to seek assistance and/or rehabilitation in coping with problems of drug dependency and/or alcohol abuse.
 - (B) An employee seeking assistance shall notify either the coordinator of the EAP or contact the designated EAP agency. Contacts to these programs are under strict confidentiality.
 - (C) An employee may also be referred by another employee of the Sheriff's Office. Any such referral shall maintain confidentiality for the affected employee.
 - (D) The entry and participation into such treatment and rehabilitation must occur prior to the employee's selection for random drug and/or alcohol testing, or selection for reasonable suspicion, or post-accident testing.

11. **PROHIBITIONS**

Controlled Substance Prohibitions

Employees shall not:

- Report for work or remain at work when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect his/her ability to perform their job duties;
- Refuse to submit to any testing as set forth herein;
- Adulterate, substitute or dilute any required specimen.

12. **TESTING - Pre-Employment/Pre-Placement**

Shall be conducted before applicants are hired. All offers of employment are conditional pending passing the drug screening.

Random

Shall be conducted on a random unannounced basis. The tests shall be spread throughout the calendar year. Random selection could result in an employee being selected for testing more than once in a calendar year.

Reasonable Suspicion

Shall be conducted when an employee's behavior or appearance is observed that is characteristic of the influence of controlled substances. The Sheriff's Office will require that two (2) trained supervisors or Sheriff's Office officials verify and document the behavior. Employees who are suspected to be under the influence of a controlled substance(s), will be driven to the testing center and supervised by a supervisor throughout the testing process. Upon completion of the testing, the employee will be transported home until the results are received by the DER.

Post-Accident

A post-accident test shall be required of any employee after a vehicular accident in which a fatality has occurred, or where injury to a person requires transport to a medical treatment facility. The testing will include both breath and urine drug testing of the employee(s). A Preliminary Breath Test (PBT) administered by a trained employee of the Sheriff's Office is an acceptable method for a breath test as it pertains only to this Policy.

A post-accident test shall be required and completed whenever possible within two (2) hours of the accident occurring, but no later than before eight (8) hours after the accident for a breath alcohol test, and no later than thirty-two (32) hours for a controlled substance test. An employee involved in an accident shall refrain from alcohol consumption for eight (8) hours following the accident. Should an employee require medical attention, then that shall take precedence over any testing herein. If the employee is unable to be tested as required herein, then documentation as to why the testing was not done shall be provided to the Sheriff or his/her designee.

The employee shall not be allowed to perform his/her job duties, and will be placed on paid administrative leave, or assigned to a non-road patrol function.

Upon receipt of a negative test result, the employee shall return to work on his/her next scheduled tour of duty.

Call-In Testing

An employee shall not be subject to random drug testing for any portion of a tour of duty that they were not scheduled to work. That does not preclude the Employer from conducting a reasonable suspicion test, under the conditions stated in this Policy, if the need arises.

Return to Duty

An employee shall undergo a "Return to Duty" drug test, after completion of any recommended treatment program or action, with the test result having to be negative prior to returning to duty.

Follow-Up Testing

Following a positive test and subsequent return to work, unannounced follow-up drug testing shall be required. A minimum of six (6) follow-up drug tests will be administered in the first twelve (12) months upon return to work. An employee may be subject to follow-up testing for up to sixty (60) months after return to work upon the recommendation made by the SAP.

13. TESTING PROTOCOL

Alcohol

In the event an alcohol test is to be administered under the terms of this Procedure, an initial screening test is conducted first (1st). This is a supervisor-administered test utilizing an alco-sensor device. Any result that is less than 0.02 blood alcohol concentration is considered negative. If the blood alcohol concentration is 0.02 or greater, a second (2nd) confirmatory test must be conducted. Any employee who tests with a blood alcohol concentration of 0.02 or greater, shall be removed from service for at least twenty-four (24) hours.

Any employee who is found to have engaged in using alcohol while at work, shall be immediately removed. The employee shall not be permitted to resume work until he/she is (1) evaluated by a SAP, and (2) complies with the rehabilitation contract if such is required, and (3) has tested negative in a follow-up test.

Drug Testing

Drug testing shall be conducted by analyzing an employee's urine specimen. The analysis shall be performed at laboratories certified and monitored by SAMHSA and DHHS. The employee shall provide a urine specimen in a location that affords privacy; and the "collector" seals and labels that specimen, completes a custody and control form, (and prepares the specimen and accompanying paperwork for shipment to the drug testing laboratory in the presence of the employee. The specimen collection procedures and chain of custody shall ensure that the specimen's security, proper identification and integrity are not compromised. All drug testing will include split specimen procedures. Each urine specimen will be subdivided into two (2) bottles labeled as a "primary" and "split" specimen. Both bottles will be sent to the laboratory. If the analysis of the "primary" specimen confirms the presence of illegal or controlled substances, the employee has seventy-two (72) hours to request the "split" specimen be sent to another SAMHSA/DHHS certified laboratory for analysis from the drug testing lab, at no cost to the employee.

Cocaine:	150/100 ng/ml (initial test cut off/ confirmatory test cut off concentration)
Marijuana	50/15 ng/ml (initial test cut off/ confirmatory test cut off concentration)
Opiate:	2000/2000 ng/ml (initial test cut off/ confirmatory test cut off concentration)
PCP:	25/25 ng/ml (initial test cut off/ confirmatory test cut off concentration)
Barbiturate:	300/300 ng/ml (initial test cut off/ confirmatory test cut off concentration)
Benzodiazepine:	300/200 ng/ml (initial test cut off/ confirmatory test cut off concentration)

Propoxyphene: 300/200 ng/ml (initial test cut off/ confirmatory test cut off concentration)
Methadone: 300/200 ng/ml (initial test cut off/ confirmatory test cut off concentration)
Methaqualone pH/nitrites: 300/200 ng/ml (initial test cut off/ confirmatory test cut off concentration)

14. TESTING PROCEDURES

Random And Reasonable Drug Testing

Employees will be tested at the designated testing facility. After the completion of the test, the employee will be transported home and remain there until the test results are reviewed by the MRO. In the event of a positive test result, the employee shall meet with the SAP for his/her recommendation(s). Before returning to work, the employee must successfully complete the recommended course of treatment by the SAP. Upon successful completion of the treatment, the employee shall submit to a "Return to Duty" test, in which a verified negative result is required.

Upon receipt of a negative test result, the employee shall return to work on his/her next regularly scheduled tour of duty, without suffering a loss of wages or benefits.

If the test result is positive, it shall be documented and included in the employee's medical personnel file and appropriately maintained in the medical file and kept separate from their personnel file, and not subject to FOIL requests, to the extent the law permits. If the test result is negative, it shall not be a part of the employee's personnel file, unless requested otherwise by the employee. Upon written request, a covered employee may obtain copies of any records pertaining to his/her tests of controlled substances.

Test Results

All records are considered confidential, and shall not be shared with other employees, or through FOIL requests, as these are medical records, to the extent the law permits. A test result and other confidential information shall only be released to the DERMRO, or the SAP who evaluates the extent of the problem. However, the covered employee is entitled, upon written request, to obtain copies of any records concerning his/her test records. If a covered employee initiates a grievance, hearing, lawsuit, or other action, the Sheriff's Office may release this information to the relevant parties.

15. CONSEQUENCES FOR REFUSAL OR A POSITIVE TEST RESULT

All employees, part-time employees, and administrative/clerical employees shall submit to drug/alcohol testing as set forth in this Policy.

The consequences for a refusal are therefore the same as if the person had submitted to testing, and had a positive test result.

The following actions may also constitute a refusal:

- Failure to show up for any test within a reasonable time after being directed to do so by the Employer.
- Refusal to sign the certification provided by the technicians.

- Failure or refusal to provide an adequate urine sample. If the employee is unable to provide an adequate urine sample, the Sheriff's Office shall direct the employee to obtain an evaluation from a licensed physician, acceptable to the Sheriff's Office, as soon as practical, to determine the employee's medical ability to provide an adequate urine sample. If the physician determines that a medical condition did, or could have prevented the employee from providing an adequate urine sample, the failure to provide the sample shall not constitute a refusal. However, if the physician is unable to make such a determination, the employee's failure to provide an adequate urine sample, shall constitute a refusal.
- Engaging in conduct that clearly obstructs the testing process, (e.g., adulteration or dilution of specimen).
- Claiming illness after being notified to be tested.

16. **DRUG/ALCOHOL TEST CONSEQUENCES**

A positive drug/alcohol test will result in the immediate suspension without pay for sixty (60) calendar days. The Employer may take additional disciplinary action depending upon the circumstances. A second (2nd) positive drug test at any time during an employee's employment with the Sheriff's Office, shall result in immediate and automatic termination.

APPENDIX "D"

GENERAL MUNICIPAL LAW SECTION 207-c POLICY AND PROCEDURE FOR DEPUTY SHERIFF'S ONLY

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.

Effective **January 1, 2016**, for the purposes of applying General Municipal Law Section 207-c to a part-time employee who is retired and collecting a retirement allowance from either the New York State and Local Employees Retirement System (NYSLEERS), or the New York State Police and Fireman's Retirement System (NYSPFRS), it is agreed that because that individual is no longer a member of the retirement system, they are, therefore, ineligible to apply for and/or receive a disability retirement, and both the individual and the Employer are unable to effectuate the purposes of General Municipal Law Section 207-c when an injury or an illness incurred in the performance of duty has become permanent. Any such illness or injury that is deemed permanent by the Employer's physician shall result in the discontinuation of any wage supplements being paid to the individual pursuant to the provisions of General Municipal Law Section 207-c. An injury which has a downtime of twenty-six (26) weeks or more, shall be deemed permanent for purposes of wage supplementation. Any such individual who may be employed by the Employer shall execute an acknowledgement and waiver of General Municipal Law Section 207-c wage supplements in furtherance of this provision.

For the purposes of applying GML Section 207-c to a part-time employee for the payment of "regular salary or wages", he/she shall be paid based on the average number of hours worked during the year (52 weeks) immediately preceding the injury and/or illness, except in no event shall the individual be entitled to more than a wage payment greater than twenty (20) hours times the regular hourly rate being paid to that individual. (NOTE: The 52 weeks shall be used if that part-time employee was "employed" during that entire period. In the event the part-time employee began employment less than fifty-two (52) weeks prior to sustaining the injury or illness, then the average number of hours to be used would be calculated by dividing the total hours worked by the number of weeks the part-time employee was employed, subject to a maximum of twenty (20) hours each week multiplied by the regular hourly rate.)

The term "employed" shall be applied as follows: During the preceding fifty-two (52) week period while appointed as a part-time employee, the individual worked two hundred and sixty (260) hours, regardless of how/when the hours were worked. The average number of hours worked each week was five (5), that is what the 207-c compensation will be based on. Another example is if the part-time employee was hired and worked only 20 weeks (160 hours), then the average number of hours was 8 hours, that is what the 207-c compensation will be based on.

APPENDIX "E"

EQUIPMENT AND UNIFORMS

Uniformed Patrol Personnel - Initial Issue Quantity

Equipment Initial Issue:

"Leathers" consisting of one each of the following: inner duty belt, duty belt, holster, ammo carriers (2), handcuff case, latex glove holder, radio holder, portable radio, pepper spray holder, belt keepers, flashlight holder, flashlight and charger, duty weapon, 1 pair handcuffs, ASP and appropriate holder, ammunition, duty bag, ticket holder and accident report holder.

Clothing Initial Issue:

Winter Jacket	1
Raincoat	1
Winter gloves	1
Hat (Stetson)	1
Shirts - long sleeve	3
Shirts - short sleeve	3
Pants	3
Dress Blouse and appropriate leather after probation	1
Tie and tie bar	1 each
Name tag	2
Badge	2
Collar brass	2 pair
Shoes	1 pair
Boots	1 pair
Body armor with carrier	1

Additional items available through the clothing allowance:

Lightweight Jacket
Badge wallet and badge
Search gloves or other approved patrol gloves
Uniform winter hat
Additional flashlight, hand cuffs (max two additional each beside initial issue)
Approved mock turtlenecks/turtlenecks for winter wear
Approved black department t-shirts, max 6 per contract year
Microphone carrier for radio
Approved department casual shirts, other than T's and uniform turtlenecks Dry cleaning through the County vendor.

Appendix "F"

NOTICE OF DISCIPLINE

TO: _____

Name of Employee

Address

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

Charge(s) in detail:

Penalty Sought:

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

Date of Notice _____

Sheriff

Attachments: Copy of Article 34

Notice For Arbitration form

Notice of Hearing Waiver form

cc: PBA President

Appendix "G"

NOTICE FOR ARBITRATION

TO: Name and address of Sheriff

I, _____, hereby notify the Employer of my intention to demand an arbitration hearing on the charge(s) placed against me, which were specified in the Notice of Discipline, dated _____.

Date of Notice _____

Employee Name

Address

cc: PBA President



Appendix "H"

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, I am allowing the Employer the right to impose the penalty proposed, if any, against me.

Date of Notice _____

Employee Name

Address

APPENDIX "I"
Domestic Partnership Form



Tompkins County Department of Human Resources

125 East Court Street, Ithaca, NY 14850 | P: (607) 274-5526 | F: (607) 274-5401 | www.TompkinsCountyNY.gov
Inclusion through Diversity

Tompkins County Affidavit of Domestic Partnership

I, _____, and _____
(First, MI, Last) (First, MI, Last)

are currently sharing a primary residence and intend to do so indefinitely at:

Street: _____ Apt: _____

City: _____ State: _____ Zip: _____

We affirm that the effective date of this domestic partnership is _____.

- We are not married to anyone.
- We are at least eighteen (18) years old.
- We are not related by blood closer than would bar marriage in the State of New York and are competent to enter into a contract.
- We are each other's sole domestic partner and intend to remain so indefinitely.
- We are in a relationship of mutual support, caring and commitment and are responsible for each other's welfare.
- We agree to notify Tompkins County if there is any change of circumstances attested to in this Affidavit within thirty (30) days of such change by filing an amended Affidavit or Statement of Termination of Domestic Partnership.
- After such termination we understand that another Affidavit of Domestic Partnership can't be filed until six (6) months after a statement of termination of the previous partnership has been filed with the County.
- We understand that any persons/employer/company who suffer any loss because of a false statement contained in an Affidavit of Domestic Partnership may bring a civil action against us to recover their losses, including reasonable attorney's fees.

We hereby certify under penalty of perjury under the laws of the State of New York that the statements above are true and correct.

Name (Print): _____ Name (Print): _____

Name (Sign): _____ Name (Sign): _____

Sworn before me this ____ day of _____, 20____ _____ Notary Public	Sworn before me this ____ day of _____, 20____ _____ Notary Public
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