

AGREEMENT

by and between

THE COUNTY OF TOMPKINS

and the

**EMPLOYEES' UNION OF
THE TOMPKINS COUNTY
SHERIFF'S DEPARTMENT**

March 1, 2001 – February 28, 2004

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I INTRODUCTION/DURATION

This agreement is made effective as of the first day of March, 2001, through and including February 28, 2004. This Agreement is by and between the County and the Sheriff of Tompkins County (hereinafter referred to as "Employer") and the Employees' Union of the Tompkins County Sheriff's Department, or its successor (hereinafter referred to as the "Union"). In the event this Agreement expires and there is no successor agreement, and in accordance with NYS Civil Service Law, all terms and conditions shall remain in full force and effect until such time as an Agreement is effectuated.

The Public Employees' Fair Employment Act of the State of New York, the other provisions of the State Civil Service Law, and local laws or resolutions now or hereafter adopted by the County which are not inconsistent with said Act shall govern the terms of this settlement.

II RECOGNITION

1. The Employer recognizes the Union as the sole and exclusive representative for the following titles: Deputy Sheriff, Sergeant Deputy Sheriff, Lieutenant Deputy Sheriff, Criminal Investigator, Juvenile Investigator, Senior Criminal Investigator, Secretary, Sheriff's Clerk, Civil Account/Permit Clerk, Senior Civil Account/Permit Clerk, and Keyboard Specialist. Attached hereto and made a part hereof, marked Exhibit A, is a copy of the Tompkins County Board of Representatives Resolution of Recognition 121.
2. The Union affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike, in accordance with Section 210 of the Public Employees Fair Employment Act.
3. Any time a position is created which may be incorporated into the bargaining unit, the Employer will provide written notice to the Union simultaneously with any posting of said position.

III COMPENSATION

1. The schedule of job classifications by salary grade is attached hereto as Exhibit C; the wage schedules for all positions covered by this Agreement are attached hereto and made a part hereof as Exhibit E.
2. All new civil and clerical employees shall start at the Hire Rate of pay as set forth in Exhibit E. On their anniversary date of appointment (one year), the employee shall move to the Working Rate of pay. All new Deputy Sheriffs without the Bureau of Municipal Police Training Council (MPTC) academy certification will be hired at the Trainee Rate. Upon graduation, that employee shall move to the Hire Rate and on their anniversary date of hire that employee shall move to the Working Rate of pay as set forth in Exhibit E.

Any individual who is certified and has at least one (1) year of full-time prior credited police service within the State of New York **may** be hired at the Working Rate of pay. The Commissioner of Personnel shall inform the President of the Union of any employee hired at the Working rate.

A Deputy Sheriff who is appointed as an Investigator or Sergeant shall move to the Hire Rate of pay, and on their anniversary date of appointment to that title, move to the Working Rate of pay as set forth in Exhibit E. An Investigator or Sergeant who is appointed as a Senior Investigator or Lieutenant shall move to the hire rate of pay, and on their anniversary date of appointment to that title, move to the Working Rate of pay.

3. Work Week

All employees will be scheduled to work 40.0 hours per week. Clerical employees' hours will be assigned by the Sheriff or his designee with a start time no earlier than 7:00 AM and no later than 10:00 AM. A minimum of 48-hour notice will be given for any change in an employee's work schedule. An employee accepts the standard work week of the department as a condition of employment.

4. Computation of Overtime

- a) For employees with a 40.0 hour work week, time and a half will be paid for all hours worked over 8 hours in a 24 hour workday, as defined by the shifts in this contract, or for hours worked when an employee is called in to work on his/her regularly scheduled day off.
- b) The County will pay the following per hour premiums to all Law Enforcement employees who are scheduled to work on a first or third shift (i.e. 11 PM to 7 AM or 3 PM to 11 PM). Employees will receive shift premium as listed below. Shift premium shall be paid only for hours actually worked by the employee. However, shift premium will be paid for all scheduled investigative shifts that start on or after 2:00 PM and Deputies assigned to boat patrol after 3:00 PM.

LAW ENFORCEMENT DIVISION

Shift premiums for Road Patrol will apply effective 3/1/2003 at \$0.90 cents per hour.

- c) Employees who are scheduled to work a regularly scheduled shift which begins between 7 a.m. and noon will receive shift premium for those hours actually worked beyond the scheduled ending time if they work 3 or more hours beyond the scheduled ending time. In such circumstances the employee shall receive the shift premium for the 3 or more hours worked beyond the scheduled ending time.
 - d) Hours not actually worked (i.e. Vacation, Holiday, Personal Leave, Disability Leave and 207-c) will be paid at the regular hourly rate for the position. Overtime and shift premium will not be calculated on fringe time.
5. Trainee Travel: Employees attending basic training in the title of Deputy Sheriff will not be paid for time traveling to and from the training location.
6. A part-time employee shall be paid the equivalent hourly rate of pay for the position as set forth in Exhibit E, attached hereto and made a part hereof this Agreement.

7. Re-employment

Any person re-hired within one year from the date of resignation in the same classification from which he/she resigned shall be hired at the same point in the salary schedule as if the employee had not resigned.

Any employee on an unpaid leave of absence reinstated within one year from the date the unpaid leave of absence began will be reinstated to the same point in the salary schedule as if the employee had not taken a leave of absence.

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 salary he/she would have been earning had he/she never taken the promotion.

9. Promotion

Whenever an employee of the bargaining unit is given an appointment to a position allocated to be a higher labor grade, the rate of compensation shall be as follows:

- a) For an employee who is given an appointment to a position allocated to a higher labor grade, the rate of compensation will be the Hire Rate for the new position until the completion of the training period listed in Article III,2. The promoted employee will then move to the Working Rate for the new position.
- b) In no event shall the rate of compensation for the promoted employee be less than the salary of any employee supervised by that employee, except as modified by the salary schedule.

10. Posting of Vacancies

The Employer, through the Personnel 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 Union President. A business day shall be Monday through Friday, excluding holidays, as set forth in Article X. 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 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 Personnel Department, pending the certification of a Civil Service eligible list. The new jobs 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 months.

11. Employee - Definition

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

12. Work Shift - Definitions

- a) First shift: 11:00 P.M. through 7:00 A.M.
- b) Second shift: 7:00 A.M. through 3:00 P.M.
- c) Third shift: 3:00 P.M. through 11:00 P.M.
- d) Work Shift - Exceptions

Courthouse Duty, Boat Patrol, Civil Division, DARE, Juvenile Investigations, K-9, Airport, DWI Patrols, and SRO, all will have a regularly scheduled shift other than that specified in a, b, or c above. None of these assignments are bid for and are assigned directly by the Sheriff. In the event the "exception" is not a year around assignment, the employee reverts back to the Road Patrol schedule as defined in the collective agreement.

e) Investigator's Shift Schedule

<u>Title</u>	<u>Tour/shift</u>	<u>Workweek</u>	<u>Days off</u>
Senior Investigator	7AM - 3PM	Mon. - Fri.	Sat. - Sun.
Investigator Tour #1	7AM - 3PM	Mon. - Fri.	Sat. - Sun.
Investigator Tour #2	2PM - 10PM 8AM - 4PM	Monday Tues. - Fri.	Sat. - Sun.
Investigator Tour #3	2PM - 10PM	Tues. - Fri.	Sun. - Mon.

Flex time on Saturday starting between 7AM and 12PM for 8 continuous hours.

Investigators will bid for shift 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 bid schedule will be for six 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 are filled. The Sheriff or his/her designee will create and maintain the schedule for an on-call Investigator. The Sheriff or his/her designee may choose to cover shifts that are unfilled with overtime or on-call.

When a temporary special need arises requiring the coverage of an investigator outside the shift hours set forth above, the Sheriff 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 shall be allowed to call in that Investigator, based on the call-in procedures described.

f) K-9 Unit Shift Schedule:

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

Grooming Time: An estimated average of not more than 5 hours per week is expected to be spent outside of the normal 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 dogs trainers and/or veterinarian.

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

g) Boat Patrol Shift Schedule:

During the boat patrol season, the Union agrees the shift hours for the Deputies manning the boat patrol shall be ten (10) hour shifts of either, 10 AM - 8 PM, 11AM - 9 PM, or 12 PM to 10 PM, 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 Deputy serves as a Road Patrol Deputy, he or she will adhere to the above stated schedules. The shift hours and work week shall be established between the Sheriff and the Boat Patrol Deputy. The provisions of Article 3, Section 4a are waived by the Union. However, any work in excess of ten (10) hours in a day or forty (40) in the week shall be paid at time and one half times the Deputies hourly rate.

13. 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-shift employees only. The checks will be secured until 7:00 a.m. Thursday at which time they may be released.

14. Mileage Reimbursement

Sheriff's Office employees authorized by the Sheriff or Undersheriff to use their personal vehicles in the absence of a County vehicle will be paid the prevailing Internal Revenue Service business travel rate for the use of such vehicles.

15. Mandatory On-Call

When the Sheriff requires that an Investigator must be available for work, the Investigator shall be compensated as follows:

EFFECTIVE: March 1, 2003 \$1.35 per hour

In addition to the above, the Investigator shall receive the regular hourly rate for actual time spent rendering services. The mandatory on-call rates will not be used to compute overtime.

IV. CIVIL SERVICE STATUS

Civil Service status of bargaining unit employees will be in accordance with Local Law No. 4 of 1984 as specified in Exhibit F.

V. CIVIL SERVICE RULES

A copy of the Tompkins County Civil Service Rules is available in the Tompkins County Personnel Department.

VI. TIME CARDS

Each employee's time card will be filled out in ink on a daily basis and signed by the employee on the last scheduled work day of the pay period except those employees on vacation or other authorized leave.

VII. HEALTH INSURANCE

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; such election is voluntary.

2. a) All employees who participate in the health care plan provided by Tompkins County automatically pay health care premiums with 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 Personnel Department before the employee receives his/her first pay check.

b) For employees hired before June 1, 2003, the County will contribute 85 percent of the health insurance premium for single and family coverage. The employee will contribute 15 percent towards the health insurance premium for single and/or family coverage. These employees will also have access to a tax-exempt Voluntary Employee Benefits Association (VEBA) account in the amount of \$375 per year. VEBA funds are tax exempt money set aside for the purpose of enabling reimbursement for out-of-pocket medical expenses paid for themselves 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" clause. However, an inactive participant (one no longer employed by Tompkins County) is entitled to draw upon the full accumulated value of the benefit.

For employees hired on or after June 1, 2003, the County will contribute 80 percent of the health insurance premium for single and family coverage. The employee will contribute 20 percent towards the monthly health insurance premium for single and/or family coverage. These employees will have no VEBA account.

c) The County and the Union agree to continue participation in a countywide insurance committee to review coverage options and cost containment measures. Representation shall be from the County and all labor unions with up to two representatives from each union and two from the County. The committee shall have the right to make recommendations to the County and the unions with regard to medical coverage options. The time frame for this committee to meet its charge shall be established by the committee.

3. When new employees are hired, they will be given a copy of the health insurance plan. Copies of the plan are available at the County Personnel Department.

4. At the time of retirement an 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 employee dies before fund is used and spouse has county health insurance coverage, the spouse's health insurance will be paid as if the employee hadn't died. If employee dies and has no spouse, the balance of fund will be paid to employee's estate.

VIII. SCHEDULING

1. As of March 1 and September 1 of each year, the Sheriff or his designee will post a schedule of holidays and vacations for the following six months. During the months of March and September employees may bid for holiday and vacation

time during the posted six month period, with the most senior employee being given preference. After April 1 and October 1, no "bumping" by senior employees will occur and requests for holiday and vacation time will be granted on a first come, first served basis. Seniority will be defined as "all time in service".

2. The Sheriff or his designee may, at their sole discretion, grant the request of any two employees to exchange tours of duty or days off as long as the rotation schedule will allow and provided that in the opinion of the Sheriff or his designee they are equally capable of performing each other's respective jobs and able and willing to make the exchange. Neither employee shall gain any additional overtime pay as a result of such an exchange, regardless of total hours worked.

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

4. NOTICE

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

5. ROAD PATROL

The annual shift schedule will be the basis for assignment of shift. If a vacancy occurs in the titles of Deputy Sheriff or Sergeant Deputy Sheriff of an expected duration of at least five (5) consecutive working days and the vacancy reduces the shift coverage below three (3); or if a vacancy occurs and reduces the shift coverage below the required staffing the Sheriff or his designee may reassign an officer from another shift.

IX. ROAD PATROL SCHEDULE

- The schedule is in increments of 4 weeks. i.e. Shift change occurs every four weeks.
 - Days off rotate forward every four weeks. i.e. Go from Saturday-Sunday off to Sunday-Monday off.
 - Full rotation is completed in 28 weeks.
 - Bidding would occur every 28 weeks.
 - When changing from Sunday-Thursday shift to Monday-Friday shift, will have 3 day weekend (Friday, Saturday, Sunday).
 - When changing from Monday-Friday shift to Tuesday-Saturday shift, will have 3 day weekend (Saturday, Sunday, Monday).
 - Will work six days in a row at any other shift change.
- a) Vacancies (encumbered positions) may be due to disability, other types of leaves of absence, suspension, termination, vacation and holidays, retirement, or resignation. Both parties recognize that a permanent vacancy may result in hiring a new officer and the training period of six (6) months creates a vacancy which meets the criteria for reassigning an officer from another shift.
- b) Employees will be given a minimum of forty-eight (48) hours advanced notice of change in shift assignment.
- c) At the end of the six (6) months, if the vacancy continues, the shift change will be re-bid. If the vacancy continues for more than one (1) year, the parties agree to schedule a meeting to discuss the vacancy and assignment of the duties.
- d) The re-assignment of shift will be conducted using the following criteria:
- i) The Sheriff or his designee will review the shift assignments when a vacancy of five (5) or more working days is expected to occur.
 - ii) The shift(s) with more officers assigned will be identified and officers of the identified shift(s) will

be contacted in order by seniority and asked to change shift.

- iii) The officer with the least seniority is required to accept the change of shift if a voluntary shift change has not been completed based on seniority.
- e) The Sheriff agrees to maintain a record of shift changes resulting from these re-assignments, including the reason and placement, and to provide the information to the Union upon their written request. This information will be retained for ten (10) business days.
- f) The Sheriff or designee may reassign an employee for training, as follows:
 - i) The employee is provided a minimum of 48 hours notice of this schedule change.
 - ii) In the event that training includes travel time, for employees with a 40.0 hour work week, time and a half will be paid for all hours worked over 8 hours in a 24 hour workday, as defined by the shifts in this contract, 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.

CALL-IN PROCEDURES

Call-in will be by seniority (most senior first). Seniority will be the last hire date in the Sheriff's Office. The employees shall rotate on list. If an employee does not answer (the phone) or is called and comes in, the employee goes to the bottom of the list. The least senior employee must accept the call.

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

Call-in will be by division for full time employees -- Clerical/Civil, Road Patrol and Investigation.

Employees assigned to road patrol will have a seniority date as of the date assigned to road patrol.

When a unit member is not working due to disability, 207-C or vacation, they shall not be called for any overtime duties. Unit members on personal leave (other than sick leave) or holiday leave are eligible for call-in except if the needed overtime coverage, or any part thereof, would fall during the unit member's regular shift hours. However, the employee will not lose his/her position in the call-in book. Call-ins shall be authorized only by the Sheriff, Undersheriff or the Sheriff's designee. Overtime for shift coverage shall be authorized only by the Sheriff.

Exclusions:

1. Extensions of shifts (holdover for any reasons) which are up to four hours prior to the start of a scheduled shift or up to four hours after the end of a regularly scheduled shift.
2. Training immediately following or preceding a scheduled shift.
3. Non-mandated training.

X. HOLIDAYS

1. An annual holiday schedule will be distributed by the first of each calendar year. The Sheriff's Office will observe paid holidays for the duration of this agreement according to the following schedule:

- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Friday After Thanksgiving
- Christmas Day
- New Years Day
- Martin Luther King, Jr. Day
- Lincoln's Birthday*
- Washington's Birthday*

* Clerical staff - one president's holiday will be converted to a "floating" holiday that may be taken at any time during the contract year, through supervisors approval.

- 2. Holidays may accumulate to a maximum of 24 days.
- 3. The Investigation and Road Patrol Divisions will be open on holidays. All other divisions will be closed.
- 4. If an employee works the holiday, the employee will be compensated at time and one half (1 - 1/2) his or her hourly rate of pay.
- 5. The total number of compensatory days for holiday purposes (12) shall be granted to the Law Enforcement division at the beginning of the contract year. Holidays may not accumulate to more than 24 days.
- 6. If an employee has used more holiday time at termination than would have been used with the holiday schedule above, payment for those days will be deducted from the employee's last paycheck.
- 7. Employees who have not scheduled their holiday time during one of the two window periods (see Article VIII), must provide at least 48 hour advance notice of the request to the Sheriff or his designee. The Sheriff or his designee may then approve or disapprove the time off as requested, subject to the needs of the office.

XI. VACATION

1. Full-time employees shall be eligible to take paid vacation after six (6) months employment with the County. However, employees shall start to accumulate vacation credit as of their date of employment.

2. Years Completed from:

Last Hire Date		Accrued Vacation	Maximum
At least	But less than	Days per month	Granted per year
1 month	5 years	5/6	10
5 years	8 years	1 - 1/4	15
8 years	10 years	1 - 1/3	16
10 years	12 years	1 - 5/12	17
12 years	14 years	1 - 1/2	18
14 years	15 years	1 - 7/12	19
15 years	And up	1 - 2/3	20

3. Employees with accumulated vacation equal to two years vacation days will stop accumulating vacation time, and will start accumulating when the vacation balance goes below the two-year maximum accumulation.

4. The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken. No shift premium or calculation of overtime applies.
5. All vacation time must be requested of and approved by the Sheriff or his/her designee. The Sheriff will be responsible for scheduling vacation time. Vacation can not be denied to any employee by the Sheriff in instances where vacation time will be lost due to maximum accrual and the employee has requested vacation time at least 10 working days in advance of the day on which his/her vacation must start. Employees who have not scheduled their vacation time during one of the two window periods (see-Article VIII), must provide at least 48 hours advance notice of the request to the Sheriff or his designee. The Sheriff or his designee may then approve or disapprove the time off as requested, subject to the needs of the department.
6. Employees who are taken sick or injured while on vacation may charge such time to disability leave or sick time effective from the time the employee sees a doctor and the doctor certifies the employee is unable to work through the period of disability covered by the doctor's statement. The doctor's statement must be submitted to the Sheriff for transmittal to the Commissioner of Personnel.
7. Vacation anniversary dates shall not be adjusted for employees who take an unpaid leave of absence. A pro-rated amount of vacation time, based on all hours paid, shall be credited to an employee's vacation account as of his/her anniversary date.
8.
 - a) Any employee who is laid off, resigns or retires shall receive up to two year's earned vacation time if the employee gives ten working days notice to the Commissioner of Personnel of his/her resignation and the employee works at least ten days following such written notice. Paid vacation time received at the time of termination does not apply to any specific period of time and cannot be used to extend the termination date.
 - b) All earned vacation time shall be paid to an employee's estate upon his/her death.
 - c) An employee discharged by the County is not eligible for vacation pay at the time of such discharge.

XII. SMOKING POLICY EFFECTIVE AUGUST 1, 1990

No person shall smoke or carry a lighted cigar, cigarette, pipe, or any other form of smoking object or device in any County owned or occupied building or vehicle.

XIII. LONGEVITY

All Employees - Longevity shall be calculated and paid based upon years of service with the County of Tompkins.

Years of Service	03/01/01	03/01/02	03/01/03
Start 10 th - 14 th	\$375	\$400	\$425.00
Start 15 th - 19 th	\$575	\$600	\$625.00

XIV. LABOR-MANAGEMENT MEETINGS

The Employer and the Union 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 Personnel or designated representatives, or Union President or designated representatives, 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.

XV. PERSONAL LEAVE AND DISABILITY

1. Each full-time employee shall be credited with five (5) days of personal leave on the first day of the first payroll period paid in March of each year.
2. Each full-time employee hired after the first pay period of the contract year shall be eligible to accumulate personal leave time at the rate of one day per month for their first five months of employment (not to exceed five (5) days in any contract year) or until they are eligible for personal leave in accordance with Section 1.
3. See Article 17 on Benefits Applicability for rules governing personal leave time for employees working other than full-time.

4. Employees must report all absence or tardiness as early as possible by contacting the Sheriff or his designee and giving the following information: name, reason for absence, and length of time expected to be absent. Unless it is for an emergency, the employee must give at least 48 hour advance notice to the Sheriff or his designee for approval of time off for personal reasons. Employees may avail themselves of personal leave in hourly blocks to cover the aforementioned circumstances.

5. Personal leave is to be used any time an employee needs or wants time off for any reason. Unless it is for an emergency, this must be submitted for approval to the Sheriff or his designee at least 48 hours in advance. This leave shall not be unduly denied. However, the Sheriff or his designee shall have the right to limit the number of employees on leave at any one time. If a deputy gives sufficient notice to the Sheriff 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 deputy can fill the shift, and there will be at least three deputies left on the shift, the Sheriff will grant the requested time off. The exception to the foregoing three person requirement is that if a deputy is on military leave, he or she is to be counted as if they were working their regular shift.

6. Personal leave time will not accumulate from contract year to contract year.

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

8. Disability Leave

- a) Disability leave (for personal illness) with full pay at the employee’s regular rate of pay, exclusive of shift premium, will be granted as follows to employees, 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 in Personnel within the two week pay period disability is claimed:

Effective August 14, 2003

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

- b) For each additional two-week period of absence, the employee will submit a new doctors statement before receiving his/her disability/sick leave pay.

Employees may use existing sick leave entitlements up to a maximum of three days prior to needing a doctor’s statement and may use any remaining sick leave entitlements to extend exhausted disability leave benefits.

- c) 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 County shall reserve the right to provide the above disability leave insurance either by self-insurance or private insurance carrier.
- e) See Section XVII on Benefits Applicability for rules governing disability leave time for employees working other than full-time.

9. The County shall have the right at its discretion to verify the report of the attending physician concerning the illness or disability of an employee and to require the employee to be examined, at the County's expense, by a physician selected by the County to determine the nature and extent of the illness or disability.

As a result of such physician's statements and examinations, the County 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.

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

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

See Exhibit G for Section 207(c)

XVII. BENEFITS APPLICABILITY

1. Permanent and Provisional Employees

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

2. Temporary Employees

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

XVIII. BEREAVEMENT

In the event of a death in the immediate family (spouse/domestic partner, son, daughter, mother, father, stepmother, stepfather, stepchild, brother, sister, grandparents, grandchild, or spouse/domestic partner's mother, father or children), of an employee of the Sheriff's Office, said employee shall be entitled to the next three working days off with pay. One additional day may be used if there

is a later interment. Compensation shall be at the employee's regular hourly rate, exclusive of any shift differential, and shall not exceed the standard hours of the Sheriff's Office. A statement covering the absence (form supplied by Personnel Department) must be signed and returned to the Personnel Department on the day the employee returns to work.

XIX. RETIREMENT INSURANCE

1. The new Career Plan (Section 75(i)), NYS Employees' Retirement System, will take effect on January 22, 1990.
 - a) Employees covered under Sec. 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.)
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.
3. Deputy Sheriffs certified by the Sheriff as being engaged in criminal duty may be covered under Article 14-B, Section 553, of the Retirement and Social Security Law if they so elect before June 1, 1997. Such section provides for one-half pay after 20 years of service plus 1/60 for each year of service thereafter to a maximum benefit not to exceed 75 percent of final average salary. Election to participate in this plan is strictly voluntary.
4. The death benefit will be paid in accordance with the provisions of the NYS Employees' Retirement System.

XX. LIABILITY INSURANCE

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

XXI. CLOTHING ALLOWANCE

The Employer will provide the regulation uniform upon original hire to full-time employees. Individual items can be purchased and/or replaced to a maximum of \$250 per calendar year for all eligible employees. A portion of the \$250 may be spent on cleaning. All purchasing, cleaning and replacement will be done through the Tompkins County Purchasing Department. Reference Exhibit D for eligible items.

Upon promotion to Investigator, that employee shall receive a one-time additional payment of one hundred fifty (\$150) dollars for the purchase of clothing and shoes over and above the amount set forth above.

When an employee is absent for more than four consecutive months, the clothing allowance will be pro-rated. Uniforms damaged in the line of duty and reported in writing to the Sergeant within three days will be replaced, exclusive of the \$250 allowance.

XXII. PERSONAL PROPERTY

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 must, in writing, notify the immediate supervisor prior to the end of the shift, stating article damaged and description of incident which resulted in such damage;
- b) Supervisor shall notify the Sheriff, in writing, within two working days of the claim for damage;
- c) The employee must file the claim for reimbursement with the County Personnel Department within ten working days from the date of the incident. The claim shall include the bills for replacement or repair of the damaged article.
- d) The Personnel 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 County shall be entitled to the reimbursement if it has reimbursed the employee for the damaged article(s).

The employee must file the claim for reimbursement to the Sheriff or his designee within ten working days from the date of the incident. The claim shall include the bills for, or estimates of, replacement or repair of the damaged article.

XXIII. REST PERIODS

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

XXIV. MILITARY LEAVE

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

XXV. LAY-OFF PROCEDURE FOR COMPETITIVE CLASS EMPLOYEES

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

XXVI. JURY DUTY

Those employees who are scheduled for jury duty during their normal working hours will suffer no loss of pay. For any portion of the employee's normal working day not spent on jury duty, the employee will be expected to perform his/her regular County work.

XXVII. MANAGEMENT RIGHTS

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

XXVIII. RECIPROCAL RIGHTS

1. The Employer and the Union will administer their obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of race, color, sex, religion, age, marital status, national origin, disability, ex-offender status, Vietnam-era veteran status, or sexual orientation.
2. The Employer will not interfere with, restrain or coerce the employee because of membership or lawful activity in the Union.
3. The Employer recognizes the right of the employees to designate one representative of the Union to appear on their behalf to discuss terms and conditions of this contract. The employee representatives shall not exceed one employee per shift for the Road Patrol and one employee per shift for all other personnel. This is not to be construed to restrain the Sheriff from the department's day-to-day operation including direction to the employee.
4. The employee will use the designated employee representative for each shift. If the employee representative is unavailable, the employee may use any officer of the Union.
5. The Union agrees that it and its members will restrict the amount of necessary Union activity conducted on County time to the lowest possible minimum and agrees to use everything in its power to prevent abuses using County time privilege and advising its members when necessary for any abuse of this privilege.
6. The employee, employee representative, and Union president shall be permitted to attend grievance hearings and PERB hearings, when deemed necessary, without loss of pay. All Union officials and representatives shall obtain permission from their department head for them to leave their jobs.

7. The Commissioner of Personnel and the Sheriff shall be notified in writing 48 hours in advance of the name of the employee and the employee representative who will be attending said meetings.
8. The Union representatives shall notify the Sheriff on arrival of their presence and the reason for said visit.
9. The Union shall have the right to post notices and communications on the bulletin boards maintained on the premises and in the facilities of the Sheriff's Office subject to the approval of such notices by the Sheriff.
10. The Union will promptly advise the Commissioner of Personnel and the Sheriff in writing of all its officials and representatives and of any changes.
11. Union time off - Time off without pay shall be granted for Union conferences, provided ten working days notice is given in writing to the Sheriff, with a limit of one person in the department at one time. The employee may alternatively charge off such time against compensatory time off, vacation time or personal time. There will be a maximum limit of five days per person per year.

XXIX. OUTSIDE EMPLOYMENT

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

Any statutory prohibitions regarding secondary employment shall be applicable. Employment in a capacity as a law enforcement officer shall require prior approval of the Sheriff in writing.

XXX. DUES DEDUCTION

Upon receipt of a signed authorization from an employee in the bargaining unit, the regular monthly dues of the Union shall be deducted from such employee's pay. Annually, the president of the Union will notify the Commissioner of Personnel of the amount of dues to be deducted. Deductions shall be made on the second payday of the month and shall be remitted promptly to the Union treasurer.

Indemnification. The Union shall indemnify the Employer and any department of 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 or any department of the Employer for the purpose of complying with the provisions of this article.

XXXI. SAVING CLAUSE

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.

XXXII. SETTLEMENT

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

XXXIII. TAYLOR LAW (Section 204-A)

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

XXXIV. EMPLOYEE RIGHTS

Section 1 Standard of Review

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

Section 2 Definitions

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

Section 3 Investigation

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

Section 4 Rights To Representation

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

Section 5 Statute of Limitation

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

Section 6 Personnel File

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

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

Section 7 Procedures For Notice To Discipline

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

In addition to the Notice of Discipline, the employee will also be served with a Notice For Arbitration (See Appendix 2) and Notice of Hearing Waiver (See Appendix 3) forms.

Within ten (10) days of receipt of the Notice of Discipline, the employee shall serve upon the Sheriff either a Notice of Hearing Waiver or Notice For Arbitration form.

Upon failure by the employee to provide to the Sheriff either the Notice For Arbitration or Notice of Hearing Waiver within the ten (10) days, the charges shall be deemed sustained and the penalty being sought may immediately be imposed.

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

Section 8 Discovery

The Sheriff, County and Union agree that disclosure of information can assist the parties in reaching resolution of a dispute involving discipline or discharge. Therefore, the parties agree to provide to the requesting party, upon five (5) business days written request the following information:

a) Names of any known witnesses with knowledge of facts relevant to the charges or specifications; b) any documents, lab tests, scientific tests, photographs, video tapes, drawings, charts, etc... which relate to the charges or specifications; c) copies of sworn statements made by witnesses; d) the identification of any witnesses with first hand information which would tend to mitigate or intensify the penalty. In no case shall either side be entitled to discovery of the work product of any attorney or labor consultant, retained by either party.

Section 9 Procedures For Arbitration

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

The time for the hearings will be mutually agreed to between the Union representative and the County representative.

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

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

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

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

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

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

Section 10 Burden and Quantum of Proof

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

Section 11 Limitation on Choice of Forums

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

Section 12 Informal Resolution Procedure

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

Appendix 1

NOTICE OF DISCIPLINE

TO: _____
Name of Employee

Address

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

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

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

Date of Notice _____

Tompkins County Sheriff

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

cc: President EUTCSD

Appendix 2

NOTICE FOR ARBITRATION

TO: Name and address of Sheriff

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

Date of Notice _____

Employee

Address

cc: President TCDSA

Appendix 3

NOTICE OF HEARING WAIVER

TO: Name and address of Sheriff

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

Date of Notice _____

Employee

Address

XXXV. GRIEVANCE PROCEDURE

I. Definitions

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

- a) "Employer" shall mean the County of Tompkins and the Sheriff of Tompkins County.
- b) "Union" shall mean the Employees' Union of Tompkins County Sheriff's Department.
- c) "Employee" shall mean any person or persons covered by the terms of this Agreement and directly compensated by the County.
- d) "Grievant" shall mean employees, groups of employees, or the Union acting on behalf of same, alleging a grievance.
- e) "Supervisor" shall mean an employee or officer on a higher level of authority above the employee and who assigns and supervises the work of the employee and approves the employee's time record or evaluates the employee's work performance.
- f) "Days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this grievance procedure.

- g) "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the existing Agreement, laws, rules, procedures, regulations, administrative orders, work rules of the County of Tompkins or the Sheriff's Department, 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.

2. General

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

3. Time Limits

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

4. Procedure

Step 1: Immediate Supervisor Stage

- a) An employee or the Union shall present the grievance orally or in writing to the employee's immediate supervisor within Ten (10) days after the grievance occurs. Said 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. Said supervisor shall reply to the employee or the Union, 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 Union 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 Personnel, which memorandum shall remain filed permanently in the employee's file.

Step 2: Department Head Stage

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

Step 3: Arbitration Stage

- a) In the event the Union wishes to appeal an unsatisfactory decision at Step 2, a demand for arbitration shall be presented to the Commissioner of Personnel within ten days of receipt of the Step 2 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 Personnel will contact next arbitrator on the panel within ten (10) days to obtain three (3) possible arbitration dates and notify the Union 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.

SIGNATURE PAGE

FOR TOMPKINS COUNTY:

**FOR THE EMPLOYEE'S UNION OF THE TOMPKINS
COUNTY SHERIFF'S DEPARTMENT:**

Tim Joseph, Chair
Tompkins County Legislature

Michael St. Angelo, President
EUTCSD

Stephen Whicher,
County Administrator

Brett George, Vice-President
EUTCSD

Peter Meskill,

Sheriff

Anita Fitzpatrick,
Commissioner of Personnel

EXHIBIT A

RESOLUTION NO. 121 - RECOGNITION OF THE EMPLOYEES' UNION OF THE TOMPKINS COUNTY SHERIFF'S DEPARTMENT

MOVED by Mr. Meskill, seconded by Mr. Todd.

WHEREAS, the Tompkins County Deputy Sheriff's Association, an employee organization recognized by the employer, Tompkins County ("employer"), pursuant to article 14 of the New York Civil Services Law, as amended ("Act"); consisting of a full and part-time Correction Officers, Deputy Sheriff's, Dispatchers, Civil Clerks, Cooks, and Criminal Investigators in the Tompkins County Sheriff's Department (Department) , has been voluntarily dissolved by and between the aforementioned employees of the Department, and

WHEREAS, the Deputy Sheriffs, Dispatchers, Civil Clerks, and Criminal Investigators have formed and established an employee organization for the purpose of collective negotiations and the settlement of grievances, known as the Employees' Union of Tompkins County Sheriff's Department ("Union"), and

WHEREAS, the Union desires voluntary recognition by the employer, as an employee organization for the purpose of exercising its rights under and pursuant to the Act.

RESOLVED, That the Board of Representatives recognizes the Employees' Union of Tompkins County Sheriff's Department.

SEQR ACTION: TYPE II-20

* * * * *

cc: Administration - via Network
Personnel - via Network
Finance

STATE OF NEW YORK)
) ss:
COUNTY OF TOMPKINS)

I hereby certify that the foregoing is a true and correct transcript of a resolution adopted by the Tompkins County Board of Representatives on the 7th day of May, 1996.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Board at Ithaca, New York, this 9th day of May, 1996.

Deputy Clerk
Tompkins County Board of Representatives

EXHIBIT B

**RESOLUTION NO. 176 - RATIFICATION OF BARGAINING AGREEMENT BETWEEN
TOMPKINS COUNTY AND THE EMPLOYEES' UNION OF
THE TOMPKINS COUNTY SHERIFF'S DEPARTMENT**

MOVED by Mr. Koplinka-Loehr, seconded by Ms. Herrera.

WHEREAS, negotiations have been ongoing since the previous contract expired February 28, 2001, now therefore be it

RESOLVED, That the March 1, 2001 - February 28, 2004, agreement between Tompkins County and the Employees' Union of the Tompkins County Sheriff's Department is hereby ratified.

SEQR ACTION: TYPE II-20

cc: Administration - via Network
Finance
Public Works
Personnel

STATE OF NEW YORK)
) ss:
COUNTY OF TOMPKINS)

I hereby certify that the foregoing is a true and correct transcript of a resolution adopted by the Tompkins County Legislature on the 19th day of August, 2003.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Legislature at Ithaca, New York, this 20th day of August, 2003.

, Clerk

Tompkins County Legislature

EXHIBIT C

JOB CLASSIFICATION, BY SALARY GRADE

CLERICAL

GRADE	TITLE
5	KEYBOARD SPECIALIST
9	SECRETARY CIVIL ACCOUNT AND PERMIT CLERK
10	SENIOR CIVIL ACCOUNT/PERMIT CLERK

OTHER

GRADE	TITLE
14	DEPUTY SHERIFF (ROAD)
16	CRIMINAL INVESTIGATOR JUVENILE INVESTIGATOR SERGEANT DEPUTY SHERIFF
17	LIEUTENANT DEPUTY SHERIFF

EXHIBIT D

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.

Tompkins County Sheriff - Salary Schedule

EXHIBIT E

CLERICAL - 40.0 Standard Hours						
	3/1/01	3/1/01	3/1/02	3/1/02	3/1/03	3/1/03
	HIRE	WORK	HIRE	WORK	HIRE	WORK
Clerical Schedule Increase	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Keyboard Specialist (35/431)	23,466	25,493	24,405	26,513	25,381	27,573
Sheriff's Clerk (38/)						
Secretary (38/425)						
Civil Account Permit Clerk (38/424)	28,910	32,162	30,066	33,448	31,269	34,786
Senior Civil Account Permit Clerk (39/430)	32,789	36,039	34,101	37,481	35,465	38,980

LAW ENFORCEMENT - 40.0 Standard Hours										
	3/1/01	3/1/01	3/1/02	3/1/02	9/1/02	9/1/02	3/1/03	3/1/03	9/1/03	9/1/03
	HIRE	WORK								
Law Enforcement Schedule Increase	4.00%	4.00%	3.00%	3.00%	3.00%	3.00%	2.50%	2.50%	2.50%	2.50%
Deputy Sheriff Trainee (43/419)	33,803	37,086	34,942	38,324	36,115	39,598	37,122	40,692	38,154	41,814
<i>Hourly</i>	\$16.25150	\$17.83000	\$16.79905	\$18.42490	\$17.36302	\$19.03765	\$17.84709	\$19.56359	\$18.34327	\$20.10268
Deputy Sheriff (44/419)	37,963	41,246	39,102	42,484	40,275	43,758	41,282	44,852	42,314	45,974
<i>Hourly</i>	\$18.25150	\$19.83000	\$18.79905	\$20.42490	\$19.36302	\$21.03765	\$19.84709	\$21.56359	\$20.34327	\$22.10268
Sergeant Deputy Sheriff (46/412)										
Criminal Investigator (46/413)										
Juvenile Investigator (46/414)	45,935	49,909	47,313	51,406	48,732	52,948	49,950	54,272	51,199	55,628
<i>Hourly</i>	\$22.08400	\$23.99450	\$22.74652	\$24.71434	\$23.42892	\$25.45577	\$24.01464	\$26.09216	\$24.61500	\$26.74446
Lieutenant (47/)										
Senior Criminal Investigator (47/417)	50,528	54,898	52,044	56,545	53,606	58,242	54,946	59,698	56,319	61,190
<i>Hourly</i>	\$24.29250	\$26.39350	\$25.02128	\$27.18531	\$25.77191	\$28.00086	\$26.41621	\$28.70089	\$27.07662	\$29.41841

EXHIBIT F

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

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

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

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

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

SECTION 2. Status of Existing Employees.

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

SECTION 3. Powers of the Sheriff Unimpaired.

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

SECTION 4. Liability Assumed by the County of Tompkins

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

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

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

SECTION 6. Employees Now in the Classified Service.

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

SECTION 7. Separability.

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

SECTION 8. Repeal.

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

SECTION 9. This local law shall take effect immediately.

EXHIBIT G

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

1. Any sheriff, undersheriff, deputy sheriff of the Sheriff's Office of any county (hereinafter referred as a "policeman") or any member of a police force of any county, city of less than one million population, town or village, or of any district, agency, board, body or commission thereof, or a detective-investigator employed in the office of a district attorney of a county not contained within a city with a population of over one million persons, who is injured in the performance of his duties or who is sick as a performance of his duties so as to necessitate medical or other lawful remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising there from has ceased, and, in addition such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness. Provided, however, and notwithstanding the forgoing provisions of this section, the municipal health authorities or any physician appointed for the purpose by the municipality, after a determination has first been made that such injury or sickness was incurred during, or resulted from, such performance of duty, may attend any such injured or sick policeman, from time to time, for the purpose of providing medical, surgical or other treatment, or for making inspections and the municipality shall not be liable for salary or wages payable to such policeman, or for the cost of medical treatment or hospital care furnished after such date as health authorities or physician shall certify that such injured or sick policeman has recovered and is physically able to perform his duties. Any injured or sick policeman who shall refuse to accept medical treatment or hospital or shall refuse to permit medical inspections as herein authorized, including examinations pursuant to subdivision two of this section in respect to expenses for medical treatment or hospital care rendered and for salary or wages payable after such refusal. Notwithstanding any provision of law to the contrary, a provider of medical treatment or hospital care furnished pursuant to the provisions of this section shall not collect or attempt to collect reimbursement for such treatment or care from any such policeman, a member of a police force of any county, city or any such detective-investigator.
2. Payment of the full amount of regular salary or wages, as provided by subdivision one of this section, shall be discontinued with respect to any policemen who is permanently disabled as a result of an injury or sickness incurred or resulting from the performance of his duties if such policeman is granted an accidental disability retirement allowance pursuant to section three hundred sixty-three of the retirement and social security law, a retirement for disability incurred in performance of duty allowance pursuant to section three hundred sixty-three-c of the retirement and social security law or similar accidental disability pension provided by the pension fund of which he is a member. If the application for such retirement allowance or pension is not made by such policeman, application therefore may be made by head of the police force or as otherwise provided by the chief executive officer or local legislative body of the municipality by which such policeman is employed.
3. If such a policeman is not eligible for or is not granted such accidental disability retirement allowance or retirement for disability incurred in performance of duty allowance or similar accidental disability pension and is nevertheless, in the opinion of such health authorities or physician, unable to perform his regular duties as a result of such injury or sickness but is able, in their opinion, to perform specified types of light police duty, payment of the full amount of regular salary or wages as provided by subdivision one of this section, shall be discontinued with respect to such policeman if he shall refuse to perform such light police duty if the same is available and offered to him, provided, however, that such light duty shall be consistent with his status as policeman and shall enable him to continue to be entitled to his regular salary and wages, including increases thereof and fringe benefits, to which he would have been entitled if he were able to perform his regular duties.
4. The appropriate municipal officials may transfer such a policeman to a position in another agency or department where they are able to do so pursuant to applicable civil service requirements and provided the policeman shall consent thereto.
5. If such a policeman is not eligible for or is not granted an accidental disability retirement allowance or retirement for disability incurred in performance of duty allowance or similar accidental disability pension, he shall not be entitled to further payment of the full amount of regular salary or wages, as provided by subdivision one of this section, after he shall have attained the mandatory service retirement age applicable to him or shall have attained age or performed the period of service specified by applicable law for the termination of his service. Where such a policeman is transferred to another position pursuant to subdivision four of this section or retires or is retired under any procedure applicable to him, including but not limited to circumstances described in subdivision two of this section or in this subdivision, he shall thereafter, in addition to any retirement allowance or pension to which he is then entitled, continued to be entitled to medical treatment and hospital care necessitated by reason of such injury or illness.
6. Notwithstanding any provision of law contrary thereto contained herein or elsewhere, a cause of action shall accrue to the municipality for reimbursement in such sum or sums actually paid as salary or wages and or for medical treatment and hospital care against any third party against whom the policeman shall have cause of action for the injury sustained or sickness caused by such third party.