

Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Warren, County of and Warren County Police Benevolent Association (2008) (MOA)**

Employer Name: **Warren, County of**

Union: **Warren County Police Benevolent Association**

Local:

Effective Date: **01/01/2008**

Expiration Date: **12/31/2011**

PERB ID Number: **8385**

Unit Size: **62**

Number of Pages: **60**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

DEP / 8385

Agreement

between

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED
OCT 16 2013

County of Warren OFFICE OF THE CHAIR

and the

Warren County Police
Benevolent Association

January 1, 2008 through December 31, 2011

10/11/13
62
Employees covered

Agreement made between COUNTY OF WARREN, NEW YORK, hereinafter referred to as the "COUNTY" and the WARREN COUNTY POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as "PBA".

Whereas, the PBA has been certified by the Public Employment Relations Board as the exclusive representative of certain employees of the County of Warren for the purpose of collective negotiations and the settlement of grievances, and

Whereas, it is the purpose and intent of this agreement to provide a fair and cooperative working relationship between the County of Warren and its employees for the mutual benefit of the public, the County government and its employees.

Now, therefore, inconsideration of the mutual covenants contained herein, the parties do hereby agree as follows:

Table of Contents

ARTICLE	TITLE	PAGE
Article 1	Applicable Law	3
Article 2	Recognition	3
Article 3	General Bargaining Unit	3
Article 4	General Conditions	3
Article 5	Salary and Compensation Plan	5
Article 6	Workday, Workweek, Overtime	5
Article 7	Holidays	8
Article 8	Vacation and Leave Time	10
Article 9	Health Insurance Plan	16
Article 10	Retirement Plans and Death Benefits	19
Article 11	Grievances	19
Article 12	Waiver	20
Article 13	Employee Personnel Files	21
Article 14	Miscellaneous Provisions	21
Article 15	Seniority	23
Article 16	Changes to Agreement	23
Article 17	General Municipal Law Section 207-c	23
Article 18	Certified Recruit Training Officer	23
Article 19	Affect on Prior Agreements, Effective Date and Duration	24
Schedule A	Salary and Compensation Plan	Attached
Schedule B	GML 207-c Procedures	Attached

Article 1 - Applicable Law

This agreement shall be subject to all federal, state, and local laws applicable thereto, and any of the terms of this agreement which are not consistent with or conform to said federal, state and local laws shall be deemed null and void.

Article 2 - Recognition

The County recognizes the PBA as the sole and exclusive bargaining agent with unchallenged representation status for the maximum permitted by law, for all employees of the County in the bargaining unit with respect to the terms and conditions of employment and the settlement of grievances.

Article 3 - General Bargaining Unit

Section 1 - Bargaining Unit

The bargaining unit represented by the PBA shall consist of the following full-time employees in the Sheriff's Office of the County of Warren:

- Patrol Officers
- Patrol Sergeants
- Investigators
- Investigative Sergeant

Section 2 - Excluded Employees

All other full-time employees and all part-time employees are excluded.

Section 3 - Definition of Employees

Full-time employee: A person who is employed in the Bargaining Unit for a 12-month period of time and who regularly works between 80 and 84 hours every pay period.

Article 4 - General Conditions

Section 1 - Prohibition of Strike

The PBA affirms that it does not assert the right to strike against the County, to assist or participate in any such strike, slowdown, or demonstration interfering with the departmental operations of the County; to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in any such strike.

Section 2 - Dues Deduction

(a) The County grants to the PBA exclusive payroll deduction of membership dues and health insurance premiums from wages of PBA members and upon presentation to the County Treasurer of appropriate deduction authorization cards signed by the individual employee, the County shall make and remit such deductions to the office of the PBA.

(b) The County shall deduct from the wages of employees and remit, following each payroll period, to the Hudson River Federal Credit Union, amounts which have been authorized by employees who have signed the appropriate payroll deduction authorization permitting such deduction. An employee's payroll deduction authorization may not be amended more than two times during any calendar year.

(c) No other employee organization shall be accorded similar payroll deduction privileges throughout the term of this agreement.

(d) The PBA agrees to indemnify and hold the County harmless from and against any and all demands, claims, suits or other form of liability, including reasonable attorneys' fees, that may arise out of, or by reason of, any action taken by the County pursuant to the provisions of this section.

Section 3 - Representation of Employees

(a) The PBA shall have the sole and exclusive right to represent all employees in the bargaining unit in any and all proceedings under the Public Employees Fair Employment Act under the terms and conditions of this agreement; to designate its own representatives; and, to appear before the appropriate official of the County to effect such representation.

(b) All employees shall be free to join or refrain from joining the PBA without fear of coercion, reprisal or penalty from the PBA or the County.

Section 4 - Reservation of County Rights

(a) The County reserves the right to implement any rule or regulation concerning employee practices or working conditions without prior discussion with the PBA provided it does not conflict with or violate any of the terms of this agreement or law.

(b) The County reserves the right to create or abolish any job, position or title without prior discussion with the PBA provided it does not conflict with or violate any of the terms of this agreement or law.

Section 5 - Furnishing of Copies of Agreement

The County will prepare and make available to all bargaining unit employees a copy of this agreement.

Section 6 - Mandatory Legislative Language

Pursuant to Section 204-a of the Public Employees' Fair Employment Act: "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."

Section 7 - Nondiscrimination

The County agrees to administer its obligations under this agreement in a manner that will be fair and impartial to all employees and there shall be no discrimination against any employee because of age, race, creed, color, sex, national origin, disability, sexual orientation, predisposing genetic characteristics, marital status or military status by either the PBA or the County or by virtue of an employee's participation or nonparticipation in the PBA.

Section 8 - PBA Representatives

PBA employees who are designated or elected for the purpose of adjusting grievances to assist in the administration of this contract subject to the approval of the Sheriff shall be permitted a reasonable amount of time to fulfill these obligations without loss of pay provided it does not interfere with the performance of their normal duties.

Section 9 - Periods of Time

All periods of time prescribed by this agreement shall be considered to be calendar days rather than working days.

Article 5 - Salary and Compensation Plan

Section 1 - Salary and Compensation

(a) During calendar years 2008, 2009, 2010, and 2011 employees shall be compensated according to the attached salary schedule.

(b) Any Warren County employee transferring into the bargaining unit shall begin at base pay consistent with that of new officers.

Article 6 - Workday, Workweek, Overtime

Section 1A - Workweek, Workday (8-Hour Shifts)

(a) After the implementation of 12 hour shifts, 8 hour shifts apply to unique, light duty and special duty assignments as determined by the Sheriff. Assignment to the Drug Unit shall be considered a special duty assignment regardless of duration. All members of Investigative Services in the Law Enforcement Division shall work 8-hour shifts.

(b) The regular workweek in the Sheriff's Office of Warren County shall be 40 hours consisting of five workdays.

(c) The regular hours of work in each day shall be eight hours and the schedule of working hours shall be established by the Sheriff.

(d) Employees shall have a one-half our lunch period included in the eight-hour day.

(e) All employees shall have two twenty-four hour days off each week. The two twenty-four days off each week shall be consecutive, except for major special events, pre-scheduled training

days and staff meetings, unforeseen circumstances, or matters involving the health, safety or welfare of the public.

Section 1B - Work Period, Workday (12-Hour Shifts)

(a) Except for members in unique, light duty or special duty assignments, all members of Patrol Services in the Law Enforcement Division shall work 12-hour shifts.

(b) The regular work period in the Sheriff's Office shall be 84 hours consisting of seven workdays over a two-week period of time commencing on a Monday, commonly referred to as a "pay period".

(c) The regular hours of work in each day shall be 12 hours.

(d) Employees shall have a one-half hour lunch period included in the twelve-hour day.

(e) Employees working 12-hour shifts and reporting for duty shall be allowed to use the first five minutes of their shift to change into their prescribed uniforms. And, except as needed for an emergency, shall be allowed to use the next ten minutes to familiarize themselves with current patrol notices and activities.

(f) The 12-hour shift schedules will commence in January of 2007 and be used for the remainder of 2007 and each year thereafter.

(g) For the purposes of the 12-hour shifts, it is agreed the following shall apply:

- (1) The Sheriff will implement two shifts for Patrol Officers, an A-line from 8 p.m. to 8 a.m., and a B-Line from 8 a.m. to 8 p.m.
- (2) A portion of those Patrol Officers on each shift will be assigned to work an early assignment, defined on the A-Line as 7 p.m. to 7 a.m., and on the B-Line as 7 a.m. to 7 p.m.
- (3) The Sheriff will implement two shifts for Patrol Sergeants, an A-line from 6:30 p.m. to 6:30 a.m., and a B-Line from 6:30 a.m. to 6:30 p.m.
- (4) The Sheriff may require deviation from the regular 12-hour shifts as defined above (i.e. requiring employees working a 12 hour shift other than at the times shown above) for employees working in the K-9 Unit and for the purposes of major events, pre-scheduled training days and staff meetings, unforeseen circumstances, or matters involving the health, safety or welfare of the public. In situations or circumstances, other than those previously identified and including but not limited to Sheriff request, employee request, court attendance, special duty assignments, etc. there may be deviation from the regular 12 hour shifts on a temporary or indefinite basis if the Sheriff, affected employee and PBA President agree to such deviation in writing by

way of a letter or memo executed by the Sheriff, affected employee and PBA President.

(5) Pass days for 12-hour shifts shall be as follows:

	MO	TU	WE	TH	FR	SA	SU
Week 1	Pass	Pass			Pass	Pass	Pass
Week 2			Pass	Pass			

Section 2A - Overtime (8-Hour Shifts)

(a) When an employee of the Sheriff's Office is required or authorized to work in excess of eight hours per day or forty hours per week, he shall be paid at the rate of time and one-half.

(b) The hourly rate shall be determined by dividing the annual salary of the employee by 2080 hours.

(c) All payments for overtime shall be paid to the employee at the next regularly scheduled pay period.

(d) No employee shall work overtime unless authorized by proper authority prior to the time worked.

(e) Employees shall be paid overtime with the prevailing shift rate for the hours worked within each particular shift.

Section 2B - Overtime (12-Hour Shifts)

(a) When an employee of the Sheriff's Office is required or authorized to work in excess of twelve hours per day or eighty-four hours per pay period, he shall be paid at the rate of time and one-half.

(b) The hourly rate shall be determined by dividing the annual salary of the employee by 2080 hours.

(c) All payments for overtime shall be paid to the employee at the next regularly scheduled pay period.

(d) No employee shall work overtime unless authorized by proper authority prior to the time worked.

Section 3A - Miscellaneous Compensation (8-Hour Shifts)

(a) Sheriff's employees, except Investigators, working other than the scheduled daytime hours shall receive a shift differential as follows:

- o Afternoon shift, 4:00p.m. to 12:00 midnight, or 3:00 p.m. to 11:00 p.m., whichever is applicable, 5% additional to hourly rate.
- o Night shift, 12:00 midnight to 8:00 a.m., or from 11:00 p.m. to 7:00 a.m., whichever is applicable, 10% additional hourly rate.

(b) The County will reimburse an employee required by the County to use his private automobile for County business at the reimbursement rate allowed by the Internal Revenue Service as nontaxable income.

(c) The County will provide a guarantee of 3 hours call-in time at the rate of time and one-half whenever a bargaining unit employee is required and authorized to report for duty by a superior officer.

(d) In the event that an employee is temporarily reassigned for administrative convenience, up to a maximum of ten (10) consecutive days, including training or the range, the employee shall retain the shift differential for the shift to which he has been regularly assigned, provided such temporary assignment does not make such employee eligible for overtime. If such employee received overtime for such temporary assignment, he shall only be paid overtime at the prevailing shift rate for the hours worked within each particular shift.

(e) All Employees holding the position of Investigator shall receive a 5% differential to the salary shown in Schedule "A" and shall not receive any other differential including shift differentials by reason of working other than scheduled daytime hours.

Section 3B - Miscellaneous Compensation (12-Hour Shifts)

(a) Employees regularly subject to 12-hour shifts shall receive a 5% differential, which shall be continued during any temporary reassignment to an 8 hour shift up to a maximum of 60 consecutive calendar days.

(b) The County will reimburse an employee required by the County to use his private automobile for County business at the reimbursement rate allowed by the Internal Revenue Service as nontaxable income.

(c) The County will provide a guarantee of 3 hours call-in time at the rate of time and one-half whenever a bargaining unit employee is required and authorized to report for duty by a superior officer.

(d) Employees working in the K-9 Unit shall receive additional compensation as set forth in Section 16 of this agreement.

Article 7 - Holidays

Section 1A - Paid Holidays (8-Hour Shifts)

Employees in the Bargaining Unit shall be entitled to the following paid holidays: (1) New Year's Day, (2) Martin Luther King, Jr. Day, (3) Lincoln's Birthday, (4) Washington's Birthday, (5) Memorial Day, (6) Independence Day, (7) Labor Day, (8) Columbus Day, (9) Election Day, (10) Veterans Day, (11) Thanksgiving Day, and (12) Christmas Day.

Section 1B - Benefit Days (12-Hour Shifts)

(a) Employees in the Bargaining Unit working 12-hour shifts shall be entitled to eight benefit days to compensate for providing patrol services on the following holidays: (1) New Year's Day, (2) Martin Luther King, Jr. Day, (3) Lincoln's Birthday, (4) Washington's Birthday, (5) Memorial Day, (6) Independence Day, (7) Labor Day, (8) Columbus Day, (9) Election Day, (10) Veterans Day, (11) Thanksgiving Day, and (12) Christmas Day.

(b) Benefit days are defined as 12-hour days.

Section 2A - Holiday Leave Administration (8-Hour Shifts)

(a) Employees will be paid the regular weekly salary without a deduction when one of the above holidays is observed during the workweek.

(b) If a holiday falls on a Sunday it will be observed on the next day thereafter. If it falls on a Saturday it will be observed on the preceding Friday.

(c) If a holiday falls on any other day, the General Construction Law and amendments then in effect will govern the day of its observance.

(d) If a holiday falls during a vacation period, the day will not be charged against the employee's vacation credits. Vacation days are charged solely against working days.

(e) Whenever an employee of the bargaining unit is required to work on one of the scheduled holidays or if an employee is called in to work on one of the scheduled holidays, the employee can either (1) elect, with the prior approval of the Sheriff, to take an alternate day off in lieu of the scheduled holiday and receive pay at the employee's regular rate for the scheduled holiday, or (2) receive payment for working on said holiday at the employee's regular daily rate plus time and one-half. An employee whose normal day off falls on the holiday shall receive an additional day's pay for the holiday at the employee's regular daily rate or, with the prior approval of the Sheriff, take an alternate day off in lieu of the scheduled holiday.

(f) Whenever an employee of the bargaining unit uses sick leave for any part of a holiday, leave credits will be recorded as follows:

For Christmas, Independence Day, Martin Luther King, Jr. Day, Election Day, Lincoln's Birthday, and Memorial Day, the employee will be charged with sick leave credits for the number of hours used as sick leave and will not be entitled to the holiday benefit.

For New Year's Day, Washington's Birthday, Labor Day, Columbus Day, Veteran's Day and Thanksgiving Day, the employee will be charged with sick leave credits for the number of hours used as sick leave and will be entitled to the holiday leave benefit

(g) For purposes of this section the day to be considered the holiday shall be the day observed by the County as the holiday irrespective of whether such day is the actual holiday.

Section 2B - Benefit Day Administration (12-Hour Shifts)

(a) On or before January 15th, an employee may elect, with the prior approval of the Sheriff, to schedule and take benefit days off during the course of the year but not earlier than the commencement of the quarter in which the same are earned (quarters being defined as commencing January 1st, April 1st, July 1st and October 1st and it being understood that 2 benefits days are earned and available for use in each quarter) and not later than the six month period following the commencement of the quarter in which such days were earned or the end of the calendar year in which earned, whichever occurs first. Requests to take benefit days during the course of the year that are received on or before February 15th shall be approved or denied by February 28th or within seven working days with regard to those days scheduled during the quarter commencing January 1st.

(b) If the employee does not make the previously described election or to the extent all earned benefit days are not scheduled, every January 1st, April 1st, July 1st and October 1st the employee may elect, with the prior approval of the Sheriff, to: (1) take two benefit days off during the 6 (six) month period following the commencement of the quarter in which the same were earned but not later than the end of the calendar year in which the same were earned; or (2) receive payment at their regular rate of pay for two additional days as compensation for not taking the two benefit days off during the quarter in which the same were earned; or (3) take one benefit day off during the aforesaid six month period but prior to the end of the said calendar year and receive payment at their regular rate of pay for one additional day as compensation for taking only one benefit day off. Requests to take benefit days received at the commencement of each quarter in which the same are earned shall be approved or denied within seven working days.

(c) If the employee elects to take the benefit days, the benefit days must be taken, or otherwise they will be lost with no compensation to the employee; however, benefit days earned and not otherwise taken through no fault of the employee as provided herein, shall be paid to the employee at the end of the quarter in which they are earned. Benefit day leave requests denied based on scheduling would be considered no fault of the employee.

(d) All benefit days shall be taken within 6 (six) months of the commencement of the calendar quarter during which the employee becomes entitled thereto and not later than the end of the

calendar year in which the same were earned. Benefits days shall not be carried over beyond this time.

(e) Whenever an employee of the bargaining unit uses sick leave for any part of a holiday as listed above, leave credits will be recorded as follows:

For Christmas, Independence Day, Martin Luther King, Jr. Day, Election Day, Lincoln's Birthday, and Memorial Day, the employee will be charged with sick leave credits for the number of hours used as sick leave and will not be entitled to one benefit day in the next following quarter.

For New Year's Day, Washington's Birthday, Labor Day, Columbus Day, Veteran's Day and Thanksgiving Day, the employee will be charged with sick leave credits for the number of hours used as sick leave with no reduction in benefit days.

(f) For purposes of this section, the day to be considered the holiday shall be the day observed by the County as the holiday, irrespective of whether such day is the actual day of the holiday.

**Article 8 - Vacation, Sick Leave, Personal Leave
Bereavement Leave, and Jury Duty**

Section 1A - Vacation Leave (8-Hour Shifts)

(a) All full time bargaining unit employees shall be entitled to a vacation with pay after completing two years of total continuous service as follows:

2 years of service	10 working days
5 years of service	15 working days
10 years of service	20 working days

(b) Employees holding the position of Investigator shall be entitled to an additional vacation day upon 10 years of total service for a total of 21 working days.

(c) For the first year of employment, an employee shall be entitled to the following vacation days on the 1st day of January following the employee's first day of employment:

<u>Month of First Day of Employment</u>	<u>Vacation Days</u>
January, February, March	5 days
April, May, June	4 days
July, August, September	3 days
October, November, December	2 days

(d) Vacation leave may be taken in multiples of not less than one day. All vacation days must be approved in advance.

(e) The period of employment referred to above shall be for a period of total full-time service in Warren County employment. Vacation credits shall be computed from the day of entry into County service as a full-time employee.

(f) A day of vacation shall be a working day.

(g) Vacation credits shall be computed from the day of entry into County service and computed on January 1 of each year. For the purpose of determining the effective date of earned vacation the period of service shall be computed from the 1st day of January in the year the employee was first appointed.

(h) All vacations shall be taken in the calendar year during which the employee becomes entitled thereto. Vacation credits shall not be carried over from one calendar year to another or used in whole or in part any year except the year in which it is due; provided, that the County will allow an employee to carry part of the vacation time earned in one calendar year over into the succeeding calendar year upon advance notice to the Sheriff and solely as a continuation of a planned trip commenced in the 12th month of the calendar year.

(i) All vacation time must be taken; however, vacation time earned and not otherwise taken through no fault of the employee as provided herein, shall be paid to an employee at the time of his termination of service.

Section 1B - Vacation Leave (12-Hour Shifts)

(a) All full time bargaining unit employees shall be entitled to a vacation with pay after completing two years of total continuous service as follows:

2 years of service	6 working days
5 years of service	10 working days
10 years of service	14 working days

(b) For the first year of employment, an employee shall be entitled to the following vacation days on the 1st day of January following the employee's first day of employment:

<u>Month of First Day of Employment</u>	<u>Vacation Days</u>
January, February, March, April	3 days
May, June, July, August	2 days
September, October, November, December	1 day

(c) Vacation leave requests submitted by the 15th of January, pursuant to the Sheriff's Request for Leave policy, shall be approved or denied by the 28th of February.

(d) Vacation leave may be taken in multiples of not less than one day. All vacation days must be approved in advance.

(e) The period of employment referred to above shall be for a period of total full-time service in Warren County employment. Vacation credits shall be computed from the day of entry into County service as a full-time employee.

(f) A day of vacation shall be a working day.

(g) Vacation credits shall be computed from the day of entry into County service and computed on January 1 of each year. For the purpose of determining the effective date of earned vacation the period of service shall be computed from the 1st day of January in the year the employee was first appointed.

(h) All vacations shall be taken in the calendar year during which the employee becomes entitled thereto. Vacation credits shall not be carried over from one calendar year to another or used in whole or in part any year except the year in which it is due; provided, that the County will allow an employee to carry part of the vacation time earned in one calendar year over into the succeeding calendar year upon advance notice to the Sheriff and solely as a continuation of a planned trip commenced in the 12th month of the calendar year.

(i) All vacation time must be taken; however, vacation time earned and not otherwise taken through no fault of the employee as provided herein, shall be paid to an employee at the time of his termination of service.

Section 2A - Sick Leave (8-Hour Shifts)

(a) Absence from duty by an employee by reason of sickness or disability of himself or herself shall be considered "sick leave."

(b) Absence from duty by an employee by reason of sickness or disability of an immediate member of employee's family shall also be considered "sick leave", provided, however: (a) the sickness or disability of the immediate family member must require the physical presence and actual assistance of the employee; (b) a full time employee may use no more than 3 work days (24 hrs) or the maximum number of the sick leave days the employee has available for use, whichever is less, in any calendar year for immediate family member sickness or disability; (c) the use of sick leave for immediate family sickness or disability shall be subject to the same rules of use as are applicable to the employee's use of sick leave for employee's own sickness or disability including disciplinary action should the sick leave not be used in accordance with the rules specified herein; (d) the use of sick leave for immediate family sickness or disability shall be subtracted from or charged to the employee's accumulated sick leave balance in the same manner as if used for the employee's own sickness or disability; (e) immediate family member shall mean mother, father, husband, wife, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, and any relative or person residing in the immediate household of the employee, and (f) this benefit or privilege of using sick leave for immediate family member sickness or disability shall end December 31, 2009, unless extended by separate written agreement by the parties, such agreement being completely optional.

(c) No employee shall receive any part of his compensation while absent from duty because of sickness or disability except as herein provided.

(d) A full-time employee who is paid on an annual basis shall be entitled to sick leave with pay on the basis of one working day per month and no more than twelve working days in each year. Such sick leave with pay shall be granted to the employee by the Sheriff or his authorized designee. The Sheriff or his authorized designee may require a physician's statement for any absence of more than three consecutive days. The first seven days of absence, or "waiting period" under "Workers' Compensation Law," shall be provided to employees with full pay with no deduction to any leave credits.

(e) The 12 working days per year allowed to an employee for such leave with pay may be accumulated to a maximum of 200 days, and may be kept to his or her credit for future sick leave with pay.

(f) In the event any employee utilizes the sick leave benefits provided in this section while not actually sick, such employee will be subject to disciplinary proceedings.

(g) In the event an employee has not used all of his accumulated sick leave at the time of his retirement, he shall have the following options which must be exercised prior to the last day of employment:

(1) Be paid for one half of the accumulated and unused sick leave as referred to in Section 2(d) up to a maximum of 90 days;

(2) Apply all or a portion of the dollar value of said half of the accumulated sick leave up to a maximum of 720 hours to an account set up by and administered by the County Treasurer for the purpose of paying the employee's portion of the premium cost of the County health insurance plan following retirement consistent with the then current health insurance articles of the contract with the balance of the dollar value, if any, not designated for use in the retiree health insurance account paid to the employee in cash. Upon exhaustion of the amount set aside for the payment of the employee's portion of the premium for health insurance, the employee shall be obligated to pay said portion of the premium, if any, for health insurance in order to maintain such coverage;

(3) In the event an employee (a) dies after retirement, (b) being eligible for payment of accumulated sick leave, and (c) after making the election to apply all or a portion of the dollar value of one half of his/her sick leave, at the irrevocable option of the spouse or estate representative of the deceased, the dollar value of the deceased's sick leave accruals on the date of his/her death, if any, may be paid in a lump sum to the spouse or estate of the deceased or all or a portion of the said sum to which the spouse or estate may be entitled may be left with the County Treasurer for the payment of the premium cost of the County health insurance plan for the surviving spouse and/or dependents if they are qualified to

receive the health insurance benefits pursuant to the terms of the agreement. Any portion of the sum not left with the County Treasurer shall be payable to the spouse and/or estate. This option must be exercised within 90 days of the appointment of a representative of the estate. This provision does not give the surviving eligible spouse or dependent the right to continued coverage free of charge. Once the account is exhausted, the eligible spouse and/or dependent(s) must pay the employee portion of the premium for health coverage to maintain such coverage; and

(4) All payments and sick leave accruals shall be based on salary schedules in existence at the time of retirement.

(h) The twelve working days per year allowed to an employee for sick leave will be earned at the rate of one day of sick leave for each calendar month of employment in County service.

(i) Fractional days of sick leave may be granted but in no event will the fraction be less than one hour of the normal working day.

(j) A sick leave incentive of \$400 shall be paid by the last pay period before December 25 of each year to any employee who has not taken any sick hours from December 1 to the following November 30. An incentive of \$200 shall be paid to any employee who has taken only between one (1) and eight (8) hours of sick leave.

Section 2B - Sick Leave (12-Hour Shifts)

(a) Absence from duty by an employee by reason of sickness or disability of himself or herself shall be considered "sick leave."

(b) Absence from duty by an employee by reason of sickness or disability of an immediate member of employee's family shall also be considered "sick leave", provided, however: (a) the sickness or disability of the immediate family member must require the physical presence and actual assistance of the employee; (b) a full time employee may use no more than 2 work days (24 hrs) or the maximum number of the sick leave days the employee has available for use, whichever is less, in any calendar year for immediate family member sickness or disability; (c) the use of sick leave for immediate family sickness or disability shall be subject to the same rules of use as are applicable to the employee's use of sick leave for employee's own sickness or disability including disciplinary action should the sick leave not be used in accordance with the rules specified herein; (d) the use of sick leave for immediate family sickness or disability shall be subtracted from or charged to the employee's accumulated sick leave balance in the same manner as if used for the employee's own sickness or disability; (e) immediate family member shall mean mother, father, husband, wife, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, and any relative or person residing in the immediate household of the employee, and (f) this benefit or privilege of using sick leave for immediate family member sickness or disability shall end December 31, 2009, unless extended by separate written agreement by the parties, such agreement being completely optional.

(c) No employee shall receive any part of his compensation while absent from duty because of sickness or disability except as herein provided.

(d) A full-time employee who is paid on an annual basis shall be entitled to sick leave with pay on the basis of eight hours per month and no more than 96 hours in each year. Such sick leave with pay shall be granted to the employee by the Sheriff or his authorized designee. The Sheriff or his authorized designee may require a physician's statement for any absence of more than three consecutive days. The first seven days of absence, or "waiting period" under "Workers' Compensation Law," shall be provided to employees with full pay with no deduction to any leave credits.

(e) The 96 hours per year allowed to an employee for such leave with pay may be accumulated to a maximum of 1600 hours, and may be kept to his or her credit for future sick leave with pay.

(f) In the event any employee utilizes the sick leave benefits provided in this section while not actually sick, such employee will be subject to disciplinary proceedings.

(g) In the event an employee has not used all of his accumulated sick leave at the time of his retirement, he shall have the following options which must be exercised prior to the last day of employment:

(1) Be paid for one half of the accumulated and unused sick leave as referred to in Section 2(f) up to a maximum of 720 hours:

(2) apply all or a portion of the dollar value of said half of the accumulated sick leave up to a maximum of 720 hours to an account set up by and administered by the County Treasurer for the purpose of paying the employee's portion of the premium cost of the County health insurance plan following retirement consistent with the then current health insurance articles of the contract with the balance of the dollar value, if any, not designated for use in the retiree health insurance account paid to the employee in cash. Upon exhaustion of the amount set aside for the payment of the employee's portion of the premium for health insurance, the employee shall be obligated to pay said portion of the premium, if any, for health insurance in order to maintain such coverage.

(3) in the event an employee (a) dies after retirement, (b) being eligible for payment of accumulated sick leave, and (c) after making the election to apply all or a portion of the dollar value of one half of his/her sick leave, at the irrevocable option of the spouse or estate representative of the deceased, the dollar value of the deceased's sick leave accruals on the date of his/her death, if any, may be paid in a lump sum to the spouse or estate of the deceased or all or a portion of the said sum to which the spouse or estate may be entitled may be left with the County Treasurer for the payment of the premium cost of the County health insurance plan for the surviving spouse and/or dependents if they are qualified to

receive the health insurance benefits pursuant to the terms of the agreement. Any portion of the sum not left with the County Treasurer shall be payable to the spouse and/or estate. This option must be exercised within 90 days of the appointment of a representative of the estate. This provision does not give the surviving eligible spouse or dependent the right to continued coverage free of charge. Once the account is exhausted, the eligible spouse and/or dependent(s) must pay the employee portion of the premium for health coverage to maintain such coverage.

(4) All payments and sick leave accruals shall be based on salary schedules in existence at the time of retirement.

(h) The 96 hours per year allowed to an employee for sick leave will be earned at the rate of eight hours of sick leave for each calendar month of employment in County service.

(i) Fractional days of sick leave may be granted but in no event will the fraction be less than one hour of the normal working day.

(j) A sick leave incentive of \$400 shall be paid by the last pay period before December 25 of each year to any employee who has not taken any sick hours from December 1 to the following November 30. An incentive of \$200 shall be paid to any employee who has taken only between one (1) and twelve (12) hours of sick leave.

Section 3A - Personal Leave - 8-Hour Shifts

(a) Personal leave is leave with pay for personal business, including a religious observance, without charge against accumulated vacation credits.

(b) A full-time employee shall be entitled to personal leave not exceeding a total of 3 days in each year.

(c) Personal leave shall not be cumulative and no part thereof shall be carried over from one calendar year to another. Unused personal leave shall not be liquidated in cash at the time of separation, retirement or death.

(d) An employee shall not be entitled to personal leave time until after four months of continuous employment.

(e) Each new full-time permanent employee shall be credited with one day of personal leave after four months of continuous employment and one additional day of personal leave after eight months of continuous employment and by an additional day of personal leave at the end of the tenth month of employment.

Section 3B - Personal Leave (12-Hour Shifts)

(a) Personal leave is leave with pay for personal business, including a religious observance, without charge against accumulated vacation credits.

(b) A full-time employee shall be entitled to personal leave not exceeding a total of 24 hours in each year.

(c) Personal leave shall not be cumulative and no part thereof shall be carried over from one calendar year to another. Unused personal leave shall not be liquidated in cash at the time of separation, retirement or death.

(d) An employee shall not be entitled to personal leave time until after four months of continuous employment.

(e) Each new full-time permanent employee shall be credited with 12 hours of personal leave after six months of continuous employment and 12 additional hours of personal leave at the end of eight months of continuous employment.

(f) Personal leave requests submitted by the 15th of January, pursuant to the Sheriff's Request for Leave Policy, shall be approved or denied by the 28th of February.

Section 4A - Leaves of Absence (8-Hour Shifts)

(a) Military Leave - Bargaining unit employees who are members of military reserve units and are required to go active duty for training purposes shall be entitled to leave, without loss of pay for such time as is necessary to fulfill such military training obligation, but not exceeding twenty-two workdays per calendar year. Payment shall not be made to such employees unless a copy of the military orders is submitted to the Sheriff or his authorized designee.

(b) Medical Leave and Education Leave - The County shall abide by the requirements of the Family and Medical Leave Act. An unpaid medical leave may be requested for a period not to exceed 90 days at a time. Extensions of such authorized medical leave will be granted for an approval by the Sheriff and the Finance & Personnel Committee of Warren County. Unpaid education leave may be requested up to a period not to exceed ten months.

(c) All requests for leave of absence shall be approved by the Sheriff for a maximum of three months. Any requests for Leave of Absence or continuation of the original leave beyond the three-month period must also be approved by the Warren County Board of Supervisors. Denying or granting of such leave of absence shall be in the sole discretion of the Board of Supervisors for periods of more than three months.

(d) Upon termination of an authorized leave of absence, the employee will be reinstated without interruption of service, rights and benefits.

(e) In the event an employee is reinstated in his old position within 30 days from the date he has resigned or for any reason has left his position, he will be reinstated with all his accumulative rights and benefits as if no interruption of service has occurred.

(f) In the event an employee reentering County service after having terminate his service for any reason whatsoever is not reinstated within 30 days from the date of his service was terminated, such employee shall not be entitled to vacation credits based on total service until he has completed two years of continuous service from the date of reentering County service.

Section 4B - Leaves of Absence (12-Hour Shifts)

(a) Military Leave - Bargaining unit employees who are members of military reserve units and are required to go active duty for training purposes shall be entitled to leave, without loss of pay for such time as is necessary to fulfill such military training obligation, but not exceeding twenty-two workdays per calendar year. Payment shall not be made to such employees unless a copy of the military orders is submitted to the Sheriff or his authorized designee.

(b) Medical Leave and Education Leave - The County shall abide by the requirements of the Family and Medical Leave Act. An unpaid medical leave may be requested for a period not to exceed 90 days at a time. Extensions of such authorized medical leave will be granted for an approval by the Sheriff and the Finance & Personnel Committee of Warren County. Unpaid education leave may be requested up to a period not to exceed ten months.

(c) All requests for leave of absence shall be approved by the Sheriff for a maximum of three months. Any requests for Leave of Absence or continuation of the original leave beyond the three-month period must also be approved by the Warren County Board of Supervisors. Denying or granting of such leave of absence shall be in the sole discretion of the Board of Supervisors for periods of more than three months.

(d) Upon termination of an authorized leave of absence, the employee will be reinstated without interruption of service, rights and benefits.

(e) In the event an employee is reinstated in his old position within 30 days from the date he has resigned or for any reason has left his position, he will be reinstated with all his accumulative rights and benefits as if no interruption of service has occurred.

(f) In the event an employee reentering County service after having terminate his service for any reason whatsoever is not reinstated within 30 days from the date of his service was terminated, such employee shall not be entitled to vacation credits based on total service until he has completed two years of continuous service from the date of reentering County service.

Section 5A - Bereavement Leave (8-Hour Shifts)

(a) Employees may be absent from work without loss of pay by reason of death in the immediate family up to a maximum period of three working days commencing from the date of death of the family member or day before the funeral. Immediate family includes only mother, father,

husband, wife, brother, sister, child, stepchild, grandparent, grandchild, mother-in-law, father-in-law and any relative or person residing in the immediate household of the employee.

(b) Employees may be absent from work without loss of pay for one day to attend the funeral of the employee's brother-in-law, sister-in-law, grandparent-in-law, aunt or uncle.

(c) Any part of a working day taken shall be considered one day for the purpose of this section.

(d) When weather conditions will not allow for a burial until later, an employee may reserve and schedule one working day (8 hours) of bereavement for the actual date of burial.

Section 5B - Bereavement Leave (12-Hour Shifts)

(a) Employees may be absent from work without loss of pay by reason of death in the immediate family up to a maximum period of 36 work hours, commencing the date of death of the family member or day before the funeral. Immediate family includes only mother, father, husband, wife, brother, sister, child, stepchild, grandparent, grandchild, mother-in-law, father-in-law and any relative or person residing in the immediate household of the employee.

(b) Employees may be absent from work without loss of pay for a maximum period of 12 work hours to attend the funeral of the employee's brother-in-law, sister-in-law, grandparent-in-law, aunt or uncle.

(c) Any part of a working day taken shall be considered one day for the purpose of this section.

(d) When weather conditions will not allow for a burial until later, an employee may reserve and schedule 1 working day (12 hours) of bereavement for the actual date of burial.

Section 6 - Jury Duty (All Shifts)

An employee scheduled for jury duty shall be excused from the employee's responsibilities, without loss of pay at straight time by paying the employee for the leave time, provided the employee turns over the jury pay check to the County. Upon receipt of the jury duty notice, the employee shall immediately notify the Sheriff or his designee, of the jury duty dates. If the jury duty is to occur on the employee's regularly scheduled work day, the Sheriff, or his designee, will make all reasonable efforts to administratively schedule such employee for the day shift. Employees will report for work after short court sessions or days when the Office is working although the court may not be in session. No payment will be made to any employee who is exempt by law and waives the exemption by failing to claim the exemption or by volunteering to serve on jury duty.

Article 9 - Health Insurance Plan

Section 1 - Health Insurance

(a) Effective for current employees on January 1, 2009 and commencing on the first of the month immediately following the initial month of hire for a new full-time employee, the County shall

contribute the sum of \$170 per month or the monthly premium of the lowest cost health provider, whichever is less, toward the premium for individual coverage. The balance of the applicable health insurance premiums, if any, shall be paid by the employee through payroll deduction. If the individual premium for the lowest cost health provider (GHI HMO Select, CDPHP, MVP, BENENY Community Blue, Empire HMO, NYSHIP or equivalent) exceeds \$152 per month, the County shall increase its contribution toward the health insurance premium by an amount equal to 85% of the difference between the individual premiums for the lowest cost health provider minus \$152.

(b) Effective for current employees on January 1, 2009 and commencing on the first of the month immediately following the initial month of hire for a new full-time employee, the County shall contribute up to the sum of \$357 per month or the monthly premium of the lowest cost health provider, whichever is less, toward the premium for two-person coverage. The balance of the applicable health insurance premiums, if any, shall be paid by the employee through payroll deduction. If the two-person rate for the lowest cost health provider (GHI HMO Select, CDPHP, MVP, BENENY Community Blue, Empire HMO, NYSHIP or equivalent) exceeds \$332 per month, the County shall increase its contribution toward the two-person premium by an amount equal to 85% of the difference between the two-person premiums for the lowest cost health provider minus \$332.

(c) Effective for current employees on January 1, 2009 and commencing on the first of the month immediately following the initial month of hire for a new full-time employee, the County shall contribute up to the sum of \$510 per month or the monthly premium of the lowest cost health provider, whichever is less, toward the premium for family coverage. The balance of the applicable health insurance premiums, if any, shall be paid by the employee through payroll deduction. If the family premium for the lowest cost health provider (GHI HMO Select, CDPHP, MVP, BENENY Community Blue, Empire HMO, NYSHIP or equivalent) exceeds \$494 per month, the County shall increase its contribution toward the health insurance premium by an amount equal to 85% of the difference between the family premiums for the lowest cost health provider minus \$494.

(d) Two members of the same family employed by the County may only be enrolled in one insurance plan. If two members of the same family employed by the County are eligible to be enrolled in a two-person plan, each employee may enroll in their own individual plan, but the County will only contribute a maximum total amount equal to the County's contribution for a two-person plan.

(e) In no event shall the County pay more than the premium of the health provider selected by the employee, even if the formula set forth in paragraphs (a), (b) and (c) above, results in the County's portion of the premium being greater than that due and payable for coverage.

(f) All Health Care coverage is based on an office visit co-pay of \$25.

(g) The County may offer Health Net Retiree Medicare Plan with 10/30/50 RX and/or a similar plans as an option for Medicare-eligible retirees in accordance with the same contribution formula as proposed with other Health Insurance coverages and with the understanding as set forth above that if the County's calculated portion of the premium is greater than the premiums, there shall be no payment of the difference to the employee.

(h) In the event that, during the term of this collective bargaining agreement, the County desires to effect a change from the health care plans currently offered through multiple health insurance carriers to a multi-plan option through a single health insurance carrier or some hybrid thereof or mix of carriers, and such change will result in a plan which is substantially similar to or better than that currently offered through the multiple carrier approach now used at a cost which is the same or lower for the employee, The PBA agrees to negotiate such change in good faith and not raise unreasonable objections.

Section 2 - Eligibility in Retirement

(a) An employee shall be eligible for continued coverage under the Warren County Health Insurance Plan in retirement, if all of the following conditions apply:

- has at least ten (10) years total service as a Warren County employee;
- has retired under the New York State Retirement System; and
- is enrolled in the Warren County Health Insurance Plan at the time of retirement.

(b) Employees with vested status who leave County employment prior to retirement under the New York State Retirement System may continue coverage in the Warren County Health Insurance Plan by paying both the employer and employee shares of the health insurance premium. After retirement begins, said employee shall be liable for only the employee share of the premium.

(c) An active employee who is eligible for coverage and has elected not to enroll in the County Plan during his active employment may enroll in the Plan at any time prior to retirement during an open enrollment period.

(d) A covered employee or retired employee who fails to remit the required premiums shall be terminated from coverage.

(e) An employee who is eligible for coverage at the time of retirement and who elects not to continue coverage or to enroll for coverage as a retired person shall be eligible to enroll for coverage after retirement provided such employee has at least twenty (20) years of total service as a Warren County employee.

(f) The surviving spouse and minor children of an employee who dies while in service and prior to retirement shall be eligible for continued coverage under the Warren County Health Insurance Plan and shall pay only the employee share of the premium under the following conditions:

- o the deceased employee has at least ten (10) years total service as a Warren County employee; and
- o the deceased employee was vested under the New York State Retirement System at the time of his/her death.

(g) The surviving spouse and minor children of a retired Warren County employee shall be eligible for continued coverage under the Warren County Health Insurance Plan and shall pay only the employee share of the premium under the following conditions:

- o the deceased employee had at least ten (10) years of total service as a Warren County employee; and
- o the deceased employee had retired and was eligible for or receiving benefits under the New York State Retirement System.

(h) "Continued coverage" as used in this article shall mean the coverage available to all bargaining unit employees and members of the employee's family.

Section 3 - Dental Insurance

(a) All full-time employees of the County shall be eligible for non-duplicative coverage in the current Dental Plan, or equivalent coverage. The County shall contribute the sum of \$10.00 per month per employee toward the premium for the individual coverage and \$24.00 per month per employee toward the premium for dependent coverage.

(b) In the event that the County proposes to change the dental plan to a non-equivalent plan and/or change the County's contribution toward the dental plan premiums, the parties agree to re-open negotiations for these issues only.

Article 10 - Retirement Plans and Death Benefits

Section 1 - Retirement Plans

(a) The County shall continue to provide for the Sheriff's twenty-year retirement plan, with additional 1/60th rider, pursuant to Section 89-b of the Retirement and Social Security Law of the State of New York covering the Sheriff, Undersheriff and Police Officers in the County who engage in at least 50% criminal law enforcement activities.

(b) The County shall continue to provide for the Sheriff's twenty-year retirement plan, pursuant to Article 14-B, Section 552 for bargaining unit employees who engage in at least 50% criminal law enforcement activities and section 553(a) of the NYS Retirement and Social Security Law provides an additional 1/60 of final average salary for each additional year of creditable service in the Sheriff's Office not to exceed 15 years.

Section 2 - Guaranteed Ordinary Death Benefit

The County shall continue to provide for a guaranteed ordinary death benefit under Section 60-b of the Retirement and Social Security Law as amended by the Laws of 1970.

Article 11 - Grievances

(a) The parties hereby agree to the following procedures in handling grievances:

Step 1 - When an employee makes a grievance, the employee shall meet with the Division Commander and attempt to resolve the matter informally ("the informal stage"). The employee shall notify the PBA representative of the grievance. The aggrieved employee may be accompanied by the PBA representative.

Step 2 - In the event the grievance is not resolved informally, it shall be reduced to writing within fifteen (15) calendar days from the informal stage and presented to the Sheriff ("the formal stage"). The aggrieved employee shall meet with the Sheriff to attempt to resolve the grievance. The aggrieved employee may be accompanied by the PBA representative.

Step 3 - In the event such grievance is not satisfactorily resolved by the Sheriff, a written appeal may be filed with the Labor-Management Committee of the Board of Supervisors within 15 calendar days after the aggrieved employee has received the written decision of the Sheriff. The Labor-Management Committee of the Board of Supervisors shall investigate the grievance and shall, in writing, notify the aggrieved employee, the PBA representative, and the Sheriff of its decision. Such notification shall be within thirty (30) calendar days after the Labor-Management Committee has received the written appeal, and within no more than five (5) days of its decision.

Step 4 - In the event that such grievance is not satisfactorily resolved by the Labor-Management Committee of the Board of Supervisors, the matter may then be referred by either party to arbitration before an impartial arbitrator to be mutually agreed upon by the parties. Such referral must be made within thirty (30) calendar days of the written decision of the Labor-Management Committee. If the parties cannot agree on an impartial arbitrator, the parties shall use the services of the American Arbitration Association for the selection of an arbitrator.

(b) The following shall apply to this entire grievance procedure:

(1) A grievance is defined as a claim of an alleged violation of this agreement with respect to its application or interpretation, which claim shall not include any matter for which a method of review is prescribed by law or by any rule or regulation of the Civil Service Commission having the force and effect of law.

(2) All informal stage and formal stage grievances shall include the name and position of the aggrieved employee, the identity of the provisions of this agreement involved in said grievance, the time when and the place where the alleged event or condition constituting the alleged breach of this agreement existed, the identity of the party responsible for causing said

event or conditions, if known to the aggrieved employee, a statement of the nature of the grievance, and the remedy sought by the aggrieved employee.

(3) No written formal stage grievance shall be entertained and such grievance is waived, unless the written formal stage grievance was received by the Sheriff's Administration Office within thirty (30) calendar days after the aggrieved employee knew or should have known of the act or condition upon which the grievance is based.

(4) Failure to comply with the time limits set forth in this entire Article is intended to be, and shall be, considered a complete bar to the continued processing of any grievance or legal action, unless mutually agreed upon in writing by both parties.

(5) In the event that an aggrieved employee has submitted the subject matter of the grievance to any other forum, including administrative agencies, judicial bodies or the Courts, the employee may not utilize this grievance procedure.

(6) If the County fails to respond to a grievance at any step of the procedure within the required time periods, the PBA may consider the grievance denied.

(7) The PBA and the County shall bear equally the fees and expenses of the arbitration stage of the grievance procedure, exclusive of attorneys' fees.

(8) The Arbitrator shall not have the power to add to, alter, amend, or modify the PBA Collective Bargaining Agreement.

Article 12 - Waiver

The parties agree that this is the entire agreement between the County and the PBA and concludes all negotiations during its term. They acknowledge that they have carefully and fully negotiated with respect to all matters which are negotiable under the Public Employees' Fair Employment Act (Taylor Law), including all terms and conditions of employment, whether or not express reference to such matters is made herein, and have settled them for the period covered by this Agreement.

Article 13 - Employee Personnel Files

(a) Upon request to the Sheriff, and in his presence, an employee shall be given the opportunity to review the contents of the employee's personnel file, except for confidential background information, mental health evaluations, and items which are defined as confidential by statute, case law or New York State or Federal regulation. The employee shall be allowed to place in such file a response to anything contained therein. In the event that it is inconvenient to immediately comply with the employee's request, then the employee shall be given access to such file no later than five (5) working days following the initial request. An employee may

request and shall be given a copy of part or the employee's entire personnel file, except for the confidential items referenced herein.

(b) Whenever the signature of an employee is required for evaluation, such signature shall merely indicate an acknowledgment that the employee has received or reviewed the evaluation in question and not necessarily agree with its contents.

(c) A copy of documents concerning the employee's job performance will be provided to the employee when received by the Sheriff.

Article 14 - Miscellaneous Provisions

Section 1 - Annual Statement of Accrued Time

During the month of February in each year or as soon thereafter as may be practicable, the County shall prepare and distribute to each bargaining unit employee in County service a statement of his accrued credits for vacation and sick leave as of the end of the prior calendar year and a statement of any such other credits or leave time the employee shall be entitled to during the ensuing year which are not accumulative.

Section 2 - Review of Leave Sheets

Every bargaining unit employee shall have the right to review or question their leave sheet and may from time to time inquire through the Sheriff's Administrative Office as to their accrued leave time credits.

Section 3 - Medicare Premiums

Upon the exclusion from the coverage of the County's Health Insurance Plan of the supplemental medical insurance benefits under Medicare, the amount of such Medicare premium will be deducted from contributions payable by the employee and the employer. Contributions to the health insurance fund shall be adjusted as necessary to provide such payments.

Section 4 - Workers' Compensation Reimbursement

Whenever the County is reimbursed by the Workers' Compensation Insurance Carrier for continuing the employee's salary during the period of job connected disability, the County will credit the employee's sick leave benefits to the nearest day by dividing the reimbursement received by the employee's daily rate or compensation at straight time without regard to shift differentials. When an employee has exhausted his sick leave credits prior to the reimbursement from the carrier, he will be entitled to receive only those benefits provided for under the Workers' Compensation Law.

Section 5 - Emergency Recall from Leave

The County agrees that no employee shall be called back to work while on vacation, personal leave or legitimate sick leave, except where a state of emergency exists.

Section 6 - Coffee Breaks

All employees shall be allowed one coffee break during each four hours of his regular day and the Sheriff shall establish such rules and regulations as may be necessary to implement these employee rest periods.

Section 7 - Uniforms

The County shall provide complete uniforms and equipment to personnel required by the Sheriff to wear uniforms and have such equipment. A yearly payment of \$750 shall be paid to all investigators and the investigative sergeant for the purchase of appropriate business attire. Payments will be made on a voucher system and must be submitted to the Administration Office no later than November 1st of each calendar year. Employees that work in these titles for less than a calendar year shall have their yearly payment pro-rated in equal proportion to the time worked in these titles.

Section 8 - Safety Standards

The County agrees to provide safe vehicles to appropriate personnel.

Section 9 - Union Negotiations

Release time shall be provided at full pay for up to three (3) negotiating representatives.

Section 10 - Disability Insurance

The County will provide New York State Disability Benefits coverage in accordance with the New York State Benefits Law. Each employee shall make the maximum premium contribution permitted by the State Plan and the County shall pay the difference in the premium for each employee.

Section 11 - Payroll Information

Employee paychecks shall state the number of regular hours and overtime hours that the employee worked in their respective pay period.

Section 12 - Employee Indemnification

The indemnification benefits of Section 18 of the Public Officers Law shall be conferred upon the members of the bargaining unit provided such employee complies with all of the requirements of Section 18 of the Public Officers Law.

Section 13 - Bulletin Boards

The County shall provide the PBA access to bulletin board space at all buildings where bargaining unit employees regularly work.

Section 14 - Tuition Reimbursement

Employees shall be allowed to take job related courses with the prior approval of the County Board of Supervisors. Upon satisfactory completion of the course with a "C" grade or better, the County shall reimburse the employees for 50% of the cost of tuition and fees incidental to taking the course.

Section 15 - Direct Deposit

The County will implement direct deposit of an employee's paycheck for all bargaining unit employees who provide written authorization to the County to do so in accordance with the County's policy and practice on direct deposits.

Section 16 - Posting of Vacancies

All permanent vacancies where an eligible list does not exist shall be posted for at least five (5) calendar days prior to the filling of the vacancy. Anyone interested in applying for the job shall have the right to apply for the vacancy. All applicants shall receive notice of the name of the person who filled the vacancy.

Section 17 - Pregnancy - Light Duty Work

Temporary reassignment of eligible pregnant members is a voluntary program whereby the Office will afford pregnant members the opportunity to continue working during the latter stage of pregnancy. Temporary reassignment of eligible pregnant members will be made consistent with the operational needs of the Office. The Office shall have the sole right to determine hours, location and type of duty to be assigned, however, every reasonable effort will be made to assign the member as close to her assigned duty station as possible. As operational needs dictate, the Sheriff may, at any time, change the hours, location and type of duty assigned. Members temporarily assigned to administrative duty shall not be assigned to normal road patrol, criminal investigations requiring field assignments or field supervisory coverage. Any member who is at least 5 months pregnant and any member who is less than 5 months pregnant whose attending physician will not certify her for full and strenuous duty as a result of her pregnancy is eligible for this program. Members who are at least 5 months pregnant and do not want a temporary reassignment to administrative duties, but instead wish to continue in an assignment requiring fitness for full and strenuous duty shall be allowed to do so provided the member's doctor consents.

Section 18 - Field Training Officer

The County will pay an employee serving as a Field Training Officer an annual stipend of \$250. It is this intent to pay employees who are designated by the Sheriff as Field Training Officers from a list created by the Sheriff.

Article 15 - Seniority

A seniority roster will be given to the PBA President upon request. This roster shall list all full-time employees in the bargaining unit by title. Within thirty (30) days of the receipt of the roster the PBA will notify the County of any alleged discrepancies in the roster. The parties will meet to resolve all discrepancies. For purposes other than the Civil Service Law, agency seniority shall be measured by time in title or any subsequent promotional title.

Article 16 - K-9 Unit

The County shall establish a police K-9 unit as part of the Sheriff's Department. Individual County Patrol Officers may be assigned to the K-9 unit and be governed in part by policies and procedures specific to that unit as well as policies and procedures applicable to County Patrol Officers generally. With regard to the K-9 unit and Officers assigned to the same:

- (a) The Sheriff shall have the absolute discretion to select the dogs, and select and assign the officers who will serve as dog handlers in the K-9 unit from members of the County Sheriff's Office. Without limiting the absolute discretion of the Sheriff, volunteers will be solicited for assignment to the K-9 unit from active members of the PBA.
- (b) To be eligible to serve as a member of the K-9 unit, officers must meet and maintain the eligibility requirements, and abide by the rules and regulations set forth in the "County of Warren Sheriff's Department K-9 Unit Policies and Procedures Manual," including agreement in advance to serve as a member of the K-9 unit for a minimum period of four (4) years. Officers assigned to the K-9 unit shall remain eligible during this minimum period for promotions or changes in assignment, but the County may decline to consider such officers for promotion or change of assignment during this minimum period, except for promotions to Patrol Sergeant.
- (c) The Sheriff shall have the absolute discretion to relieve an officer from his or her duties as a police K-9 handler at any time, upon request from the officer, because the K-9 unit is disbanded, the size of the K-9 unit is reduced, or for any other reason in the best interests of the County Sheriff's Department, with or without "just cause".
- (d) During any period in which an officer is assigned to the K-9 unit, he or she will forfeit his or her rights to bid for permanent shift assignments under the terms of the contract, and the Sheriff shall have sole discretion to assign the dog handlers to a regular shift, may modify shift assignments of the dog handlers upon reasonable advance notice, and may rearrange work schedules of dog handlers within a declared work period.
- (e) When a dog handler completes his or her assignment in the K-9 unit, or is relieved from assignment to the K-9 unit, he or she will have his or her rights restored to bid for permanent shift assignment under the terms of the then-existing contract.
- (f) While an officer is assigned to the K-9 unit, he or she will be governed by and entitled to the following:

- (i) Transportation time to and from a K-9 officer's residence shall be included within their regularly scheduled tour of duty and performed during regular tours of duty. K-9 officers' regularly scheduled tours of duty shall begin from when they leave their residences for regularly scheduled tours of duty, and shall end upon arrival at their residence following the completion of a regular tour of duty. The times set for "tours of duty" in the current contract and in any succeeding contract shall apply to K-9 officers, who shall be "in fact, ready for duty" when they leave their residences at the beginning of a tour of duty and until they return to their residences after a completion of a tour of duty. K-9 officers shall report-in by radio to the central dispatcher of the Sheriff's Department upon leaving their residence for a regularly scheduled shift of duty and report-out similarly upon arriving at their residence following a regularly scheduled shift of duty, and shall perform regular patrol duties within the County during transport to and from regular shifts of duty.
- (ii) Officers assigned to the K-9 unit shall not train their assigned police dogs, wash or clean police cars, nor perform any other police-related activities with or concerning the police dogs on "off-duty" time without specific permission of the Sheriff.
- (iii) Regular and required veterinary services for the police dogs shall be scheduled during normal shift tours to the extent practical, and officers assigned to the K-9 unit shall not obtain veterinary services for their assigned police dogs at times other than "on-duty" times without permission from a superior officer or in emergencies.
- (iv) Officers assigned to the K-9 unit shall be responsible for all non-police related activities reasonably necessary for the care and maintenance of their assigned police dogs, such as feeding, exercising (including allowing the dog to relieve itself), grooming, washing, administering any required medication, and otherwise caring for their police dogs, and cleaning and maintaining the areas and equipment at which the police dogs are housed. All such activities shall be performed on "off-duty" time and no such activities shall be performed during "on-duty" time. Officers assigned to K-9 units shall be paid by the County for off-duty, non-police related activities at the Federal minimum wage, up to a maximum of seven (7) hours per week. The County, PBA, and each individual officer assigned to the K-9 unit specifically agree that seven (7) hours per week is a fair and reasonable estimate of the time realistically required to provide such care for the police dog.
- (v) Officers called in while off-duty shall be compensated at time and one-half.

- (vi) Except to the extent herein provided all salary wages and benefits shall be governed by the contract between the PBA and the County.
- (g) The following expenses associated with the K-9 unit shall be provided for by the County as follows:
 - (i) A marked police vehicle for transporting the police dog, which shall remain the property of the County.
 - (ii) Food, veterinary services, handler equipment, and services for the police dog.
 - (iii) Acquisition or purchase of the dog.
- (h) The officer assigned to the K-9 unit agrees to a four (4) year commitment.
- (i) The County and the PBA agree that the officers assigned to the K-9 unit shall be considered "on-duty" for the purposes of General Municipal Law Section 207-c, and the New York State Retirement System, with respect to disabilities occurring whenever an officer assigned to the K-9 unit is performing tasks necessary and reasonable for the training care, and maintenance of the police dogs, regardless of where or when these tasks are performed.
- (j) The County will defend and indemnify officers assigned to the K-9 unit for any injuries or damages caused by the police dogs which occur or are claimed to occur during the period in which such officers are assigned to the K-9 unit, regardless of where or when the injuries or damages occur.
- (k) All police dogs assigned to the K-9 unit shall be the property of the County. Upon the retirement of a police dog from the K-9 unit, the handler assigned such dog shall be offered the opportunity to purchase such dog from the County for the sum of \$1, and shall assume all liabilities previously incurred by the County in relation to the operation of the K-9 unit and ownership of the dog.
- (l) Nothing in this agreement shall be deemed to preclude the County from disbanding or curtailing the K-9 unit once it is formed.
- (m) A separate memo setting forth the provisions hereinabove of incorporating the same by reference shall be presented to the officer selected for participation in the K-9 Unit for execution for purposes of establishing that officer's agreement to the terms and provisions set forth hereinabove.

Article 17 - General Municipal Law Section 207-c

The parties agree that the procedures attached as Schedule B shall govern all disputes under General Municipal Law section 207-c. Although the procedures set forth go beyond the statutory language of 207-c the parties agree that these negotiated procedures are consistent with and conform to the spirit of the statute.

Article 18 - Field Recruit Training Officer

Upon an employee completing the training and receiving the credentials as a Certified Field Training Officer, the County will pay such employee an annual stipend of \$250, provided such employee agrees to act as a Field Training Officer for the County.

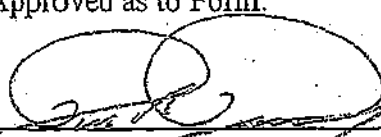
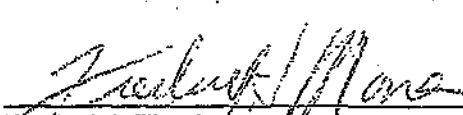
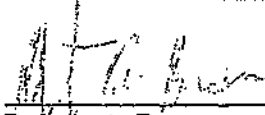
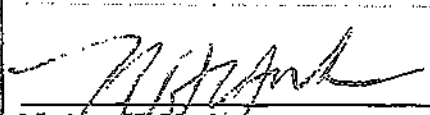
Article 19 - Affect on Prior Agreements, Effective Date And Duration

This agreement amends and supersedes all previous agreements and addendums to agreements entered into between the County of Warren and the Warren County Police Benevolent Association. This agreement shall be the sole agreement now in existence between the parties for the term set forth hereinafter. This agreement shall be effective January 1, 2008, and shall end on December 31, 2011.

Article 20 - Changes To This Agreement

The terms of this Agreement may be altered, changed, added to, deleted from or modified only through a written and signed amendment to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials this 26th day of November, 2008.

Approved as to Form:  Paul B. Dusek Warren County Attorney	Warren County Board of Supervisors  Frederick H. Monroe Chairman
Warren County Police Benevolent Association  Robert A. Breen President	Warren County Sheriff's Office  Nathan H. York Sheriff

Schedule A
Salary and Compensation Plan

Patrol Officer

	1 st YEAR	2 nd YEAR	3 rd YEAR	5 th YEAR	10 th YEAR
2008	31565	35845	41356	49434	53126
2009	32670	37100	42803	51164	54985
2010	33813	38399	44301	52955	56909
2011	34996	39743	45852	54808	58901

Investigator Differential - 4140 on base for 2008
- 4285 on base for 2009
- 4435 on base for 2010
- 4590 on base for 2011

Investigative Sergeant Differential - 6210 on base for 2008
- 6427 on base for 2009
- 6652 on base for 2010
- 6885 on base for 2011

Patrol Sergeant Differential - 6210 on base for 2008
- 6427 on base for 2009
- 6652 on base for 2010
- 6885 on base for 2011

Schedule B
General Municipal Law Section 207-c Procedure

Section 1

This policy is intended to provide a procedure to regulate both the application for, and the award of, benefits under section 207-c of the General Municipal Law (hereafter referred to as "GML 207-c"). This policy is not intended to limit or eliminate any additional requirements or benefits regarding GML 207-c set forth in the statute or case law, or to modify any requirements set forth in the Department Rules, Regulations and Directives Manual, to the extent that such Rules, Regulations and Directives are not inconsistent with this procedure.

Section 2

For the purpose of this procedure, the employer shall be referred to as the "Sheriff". Nothing in this procedure is intended to limit the right of the employer to designate a person other than the Sheriff to receive applications or initially decide entitlement to benefits. In the event that someone other than the Sheriff is designated to receive applications or render initial determinations, the employer will prominently publish the name of the individual who receives applications or renders initial decisions.

Section 3

A member shall notify their supervisor as soon as possible of any injury, illness or recurrence of any injury or illness in the performance of his/her duties whether or not the same necessitates medical or other lawful remedial treatment and complete an injury and/or accident report within 72 hours. The failure to complete a timely report may be considered by the decision maker on any application as presumptive evidence that the injury or illness did not arise in the performance of his/her duties. Said injury or sickness shall hereafter be referred to for purposes of this procedure as a GML 207-c disability. The Sheriff may, in his/her discretion, excuse the failure to file a timely report within the 72-hour period upon a showing of good cause.

Section 4

Application for GML 207-c benefits for a member of the Department may be made by the member, the Sheriff or some other person acting on behalf of such member.

Section 5

An application shall be deemed "untimely" unless it is received by the Sheriff's office within thirty (30) days after the date of the injury or sickness upon which the application is based or within thirty (30) days after the member discovers, or should have discovered, the injury, reinjury or sickness upon which the application is based should have been discovered. The Sheriff may, in his/her discretion, excuse the failure to file the application within the thirty-day period upon a showing of good cause.

Section 6

The application must be made in writing on the form attached to this procedure and, where appropriate, will include a statement from the applicant's treating physician or health authority. The application shall include a written authorization for the release of medical records which

shall be fully executed by the applicant. Upon filing, the applicant will be given a copy of the application stamped with the date of receipt.

Section 7

After the filing of said application, the Sheriff shall have the right to require the applicant to submit to one or more medical examinations. The Sheriff will provide the applicant with a copy of all medical reports he/she receives.

Section 8

The Sheriff shall have exclusive authority to initially determine the applicant's eligibility for benefits under GML 207-c. The Sheriff shall have the authority to conduct a full investigation of the facts concerning the application. All parties will mutually exchange records and documents obtained or relied on during the investigation. The applicant may be required to give sworn testimony and/or sworn written statements concerning any facts relevant to the application.

Section 9

Pending the initial determination of an application, time off taken by the applicant after submission of said application and alleged to be attributable to the injury or sickness which gave rise to the claim for GML 207-c benefits shall be charged to sick leave or other available leave credits. Subsequent to the initial determination, the time will be charged based on the determination.

Section 10

The Sheriff shall render a written decision on the application for benefits as soon as practicable but in no event later than fifteen (15) days after receipt of all necessary information as indicated in sections 7 and 8 above. In the event that a written decision is not issued within fifteen (15) days, the applicant will be temporarily placed on GML 207-c leave pending receipt of the written decision. A copy of the decision shall be mailed to the applicant at the address specified in the application.

Section 11

If the decision is that the applicant is eligible for GML 207-c benefits, then the applicant shall be so categorized and pursuant thereto any time off taken due to such injury or sickness shall be charged to GML 207-c leave. The member's GML 207-c benefits shall continue so long as the member remains eligible.

Section 12

In the event the applicant is not satisfied with the decision at the Sheriff's level and wishes to appeal the decision, the applicant shall file within thirty days of receipt of the Sheriff's decision a written demand for arbitration of his GML 207-c claim. The claim shall be submitted to binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association or the Voluntary Grievance Arbitration Rules of the New York State Public Employment Relations Board (Part 207 of the PERB Rules). In submitting the claim to arbitration, the party initiating the arbitration shall request that the administering agency forward

for selection of an Arbitrator by the Sheriff and the member a list of seven Arbitrators from its panel of Arbitrators.

The parties to the arbitration shall be the Sheriff and the member involved. All costs billed by the Arbitrator and the administrative agency shall be borne equally by the Sheriff and the member. All other costs shall be paid by the party incurring such costs, i.e., witnesses, exhibits, transcripts, etc.

Section 13

The Arbitrator shall have the authority to review the claim of entitlement to GML 207-c benefits. The Arbitrator shall have the authority to consider and decide all allegations and defenses made with regard to the GML 207-c claim, including but not limited to assertions regarding the timeliness of the GML 207-c claim. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-c benefits or whether the proceeding presents an issue of termination of GML 207-c benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the member. In the event the Arbitrator decides that the matter presents an initial GML 207-c claim, the member shall have the burden of proof by a preponderance of the evidence that he is entitled to receive the benefits set forth in GML 207-c with respect to an injury alleged to have occurred in the performance of his duties or to a sickness resulting from the performance of duties which necessitated medical or other lawful remedial treatment. In the event the Arbitrator decides the matter presents a termination of GML 207-c benefits, the Sheriff shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-c benefits.

A stenographic transcript must be made of all proceedings before the Arbitrator.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

The decision and award of the Arbitrator shall be final and binding on all the parties, subject to the right of review pursuant to CPLR Article 75.

REVIEW OF DISABILITY

Section 14

(a) The Sheriff may periodically review cases of members receiving GML 207-c benefits for the purpose of determining whether the individual continues to be entitled to GML 207-c benefits, and for the purposes of ascertaining the level of disability (so that "light duty" may be considered). With regard to review of disability, the Sheriff shall have the same authority as for a review of initial eligibility provided for in sections 7 and 8.

(b) Any individual who is receiving benefits under GML 207-c continues to be subject to provisions set forth in the Department Rules, Regulations and Directives Manual and in departmental orders concerning notification to the Department of the member's condition.

Section 15

If for any lawful reason the Sheriff shall determine, based on receipt of a medical report from a physician or health authority retained by the Sheriff or the member's own physician or health authority, that a member is able to perform the duties of his/her position, the Sheriff shall notify the member of the termination of his/her GML 207-c benefit. The Sheriff shall cause service of a written notice of termination setting forth the effective date thereof and a copy of the physician or health authority report to be made on the member.

Section 16

In the event the member is not satisfied with the decision at the Sheriff's level and wishes to appeal, the member shall file within thirty days of receipt of the Sheriff's decision a written demand for arbitration of his termination of GML 207-c benefits and status. The claim, if timely filed, shall be submitted to binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association or the Voluntary Grievance Arbitration Rules of the New York State Public Employment Relations Board (Part 207 of the PERB Rules). In submitting the claim to arbitration, the party initiating the arbitration shall request that the administering agency forward for selection of an Arbitrator by the Sheriff and the member a list of seven Arbitrators from its panel of Arbitrators.

The parties to the arbitration shall be the Sheriff and the member involved. All costs billed by the Arbitrator and the administrative agency shall be borne equally by the Sheriff and the member. All other costs shall be paid by the party incurring such costs, i.e., witnesses, exhibits, transcripts, etc.

Section 17

The Arbitrator shall have the authority to review the claim of continued entitlement to GML 207-c benefits. The Arbitrator shall have authority to consider and decide all allegations and defenses made with regard to the GML 207-c claim, including but not limited to assertions regarding the timeliness of the GML 207-c claim. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-c benefits or whether the proceeding presents an issue of termination of GML 207-c benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the member. In the event the Arbitrator decides that the matter presents an initial GML 207-c claim, the member shall have the burden of proof by a preponderance of the evidence that he is entitled to receive the benefits set forth in GML 207-c with respect to an injury alleged to have occurred in the performance of his duties which necessitated medical or other lawful remedial treatment. In the event the Arbitrator decides the matter presents a termination of GML 207-c benefits, the Sheriff shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-c benefits.

A stenographic transcript must be made of all proceedings before the Arbitrator.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

The decision and award of the Arbitrator shall be final and binding on the parties, subject to the right of review pursuant to CPLR Article 75.

LIGHT DUTY

Section 18

If the physician or health authority makes a determination that the member is not capable of performing his/her regular duties but is capable of performing "light duty", the Sheriff may require the employee to return to work light duty. In such an instance, the physician or health authority making the light duty determination must be provided with a written description of the essential conditions and responsibilities for the proposed light duty position. Any determination on light duty must set forth in writing any limitations on the duties of the position that will apply to the member.

Section 19

If the member disputes the light duty determination, he/she may appeal the determination using the procedures set forth in sections 16 and 17. Any such appeal must include the factual basis for the appeal, including any medical reports that dispute the light duty determination.

Section 20

Provided the employee files a timely appeal that complies with section 19, the member's GML 207-c benefits shall continue until the Arbitrator renders a decision or the member abandons the appeal.

GENERAL PROVISIONS

Section 21

In the event that any article, section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any article, section or portion of this procedure, either party shall have the right immediately to reopen negotiations with respect to a substitute for such invalidated article, section or portion of this provision.

Section 22

An applicant hereunder may have a representative of his choosing at any stage of this procedure.

Section 23

Once an applicant has been determined to be eligible to receive GML 207-c benefits, those benefits will continue pending a final determination of an Arbitrator or until the applicant abandons the process.

Section 24

This procedure shall take effect on January 1, 2003 and shall apply to any claim of entitlement to or use of GML 207-c benefits made after that date and to all current claims.

MUTUAL EXCHANGE OF RECORDS

Section 25

At all steps of this procedure the parties will mutually exchange all relevant documents, including all relevant medical records.

Section 26

Any medical records exchanged in this proceeding will be kept confidential and shall not be re-disclosed except as expressly permitted or required by law. Records concerning GML 207-c will be kept separate and distinct from any other personnel files or records. The Sheriff may disclose medical records and information contained therein with other involved administrators of the office, the County, County Attorney's office and attorneys and physicians retained by the County, which disclosures shall be considered consistent with this agreement.

TERMINATION OF BENEFITS

Section 27

If a member is granted an Accidental Disability Retirement or Performance of Duty Disability Retirement, his/her General Municipal Law §207-c benefits shall be terminated on the effective date of his/her retirement. Additionally, the member must cooperate with reasonable requests by the Sheriff or County if it should decide to file for Accidental or Performance of Duty Disability Retirement on behalf of the member. Failure of the member to cooperate with reasonable requests needed in securing benefits enumerated in this section shall be insubordination and give rise to such disciplinary proceedings and measures provided for under law and the Collective Bargaining Agreement then in effect.

OTHER BENEFIT OR INSURANCE SOURCES

Section 28

A member seeking 207-c salary shall cooperate with reasonable requests for assistance by the Sheriff and/or other Warren County Officials (by way of providing information and executing appropriate documents) in order to claim any benefits to which the member may be entitled to under medical insurance, Workers' Compensation, no-fault insurance, or other appropriate sources to the extent allowed under law. Said benefits, to the extent that the same may be lawfully claimed, shall be deemed to be made as payment towards any salary and medical care expenses to which the member may otherwise be entitled under 207-c. To the extent allowed under law, the County shall have a lien on all no-fault benefits. Failure of the member to cooperate in securing benefits enumerated in this section shall be insubordination and give rise to such disciplinary proceedings and measures provided for under law and the Collective Bargaining Agreement then in effect.

MEDICAL PAYMENT PROCEDURES

Section 29

On each bill or claim for such services that are related to GML 207-c benefits, the member shall request that the person or persons rendering such services certify thereon that the services rendered were required as a consequence of an injury or sickness upon which the 207-c claim is based. The Sheriff shall determine if medical treatments or any medical devices are related to a 207-c injury subject to the member's right of appeal as provided for in Sections 16 and 17 hereof.

Warren County Sheriff's Office
General Municipal Law Section 207-c Application

Name of Applicant _____ Date _____

Name of Party
Submitting Application _____ Date _____

I hereby apply for benefits under section 207-c of the General Municipal Law based on the following (complete section A or section B):

A. Injury Sustained in the Performance of Duty. (In the space provided or on additional sheets of necessary, set forth to the best of your ability information about the injury, including the date, time and place where the injury occurred; a brief description of the nature and extent of the injury; the names and addresses of medical care providers, including hospitals and health centers, who may have treated you to date; and the name and rank of other members who may have witnessed the incident. Also attach any information relevant to the injury.)

OR

B. Illness as a Result of Performance of Duty. (In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the illness, including the date, time and place where the illness occurred; a brief description of the nature and extent of the illness; and the names and addresses of medical care providers, including hospitals and health centers, who may have treated you to date. Also attach any information relevant to the illness.)

I submit this application pursuant to policy and procedure governing the application for, and the award of, benefits under section 207-c of the General Municipal Law. The statements contained in this application are, to the best of my knowledge, accurate and true.

Applicant Signature _____ Date _____

The decision on my application should be mailed to me at the following address:

Application Received By

Signature of Person
Authorized To Receive Application _____

Date _____

Warren County Board of Supervisors

RESOLUTION NO. 762 OF 2008

Resolution introduced by Supervisors Thomas, Kenny, Belden, Stec, Sokol and Tessier

APPROVING NEW AGREEMENT FOR 2008-2011 WITH THE WARREN COUNTY POLICE BENEVOLENT ASSOCIATION - SHERIFF'S OFFICE

WHEREAS, a copy of a Memorandum of Tentative Agreement and attachments, commencing January 1, 2008, between the County of Warren and the Warren County Police Benevolent Association, is on file with the Clerk of the Board of Supervisors, and the County Attorney has generally reviewed the terms and provisions of the same with the Personnel Committee, now, therefore, be it

RESOLVED, that Warren County enter into a new Collective Bargaining Agreement commencing January 1, 2008 and terminating December 31, 2011, with the Warren County Police Benevolent Association, based upon the agreed-upon terms in the Memorandum of Tentative Agreement and attachments, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute said agreement in the form approved by the County Attorney.

MEMORANDUM

OF

TENTATIVE AGREEMENT NEGOTIATED

between

COUNTY OF WARREN AND WARREN COUNTY SHERIFF, Joint Employees

and

WARREN COUNTY POLICE BENEVOLENT ASSOCIATION

TERM

1. The Term of the Agreement shall be January 1, 2008 through December 31, 2011.

GENERAL CONDITIONS

2. Article 4, Section 7 is amended as follows:

Section 7 - Nondiscrimination

The County agrees to administer its obligations under this agreement in a manner that will be fair and impartial to all employees and there shall be no discrimination against any employee because of age, race, creed, color, sex, national origin, disability, sexual orientation, predisposing genetic characteristics, marital status or military status by either the PBA or the County or by virtue of an employee's participation or nonparticipation in the PBA

SALARY AND COMPENSATION PLAN

3. Article 5, Section 1(a) is amended as follows:

Section 1 - Salary and Compensation

- (a) During calendar years 2008, 2009, 2010, and 2011 employees shall be compensated according to the attached salary schedule.

WORKDAY, WORKWEEK, OVERTIME

4. Revise Article 6, Section 1A(a) as follows:

Section 1A - Workweek, Workday (8-Hour Shifts)

- (a) After the implementation of 12 hour shifts, 8 hour shifts apply to unique, light duty and special duty assignments as determined by the Sheriff. Assignment to the Drug

Unit shall be considered a special duty assignment regardless of duration. All members of Investigative Services in the Law Enforcement Division shall work 8-hour shifts.

5. Article 6, Section B(f) is amended as follows:

(f) The 12-hour shift schedules will commence in January of 2007 and be used for the remainder of 2007 and each year thereafter.

6. Revise Article 6, Section 1B(g) as follows:

(g) For the purposes of the 12-hour shifts, it is agreed the following shall apply:

(1) The Sheriff will implement two shifts for Patrol Officers, an A-line from 8 p.m. to 8 a.m., and a B-Line from 8 a.m. to 8 p.m.

(2) A portion of those Patrol Officers on each shift will be assigned to work an early assignment, defined on the A-Line as 7 p.m. to 7 a.m., and on the B-Line as 7 a.m. to 7 p.m.

(3) The Sheriff will implement two shifts for Patrol Sergeants, an A-line from 6:30 p.m. to 6:30 a.m., and a B-Line from 6:30 a.m. to 6:30 p.m.

(4) The Sheriff may, as of right, require deviation from the regular 12-hour shifts as defined above (i.e. requiring employees working a 12 hour shift other than at the times shown above) for employees working in the K-9 Unit and for the purposes of major events, pre-scheduled training days and staff meetings, unforeseen circumstances, or matters involving the health, safety or welfare of the public. In situations or circumstances, other than those previously identified and including but not limited to Sheriff request, employee request, court attendance, special duty assignments, etc. there may be deviation from the regular 12 hour shifts on a temporary or indefinite basis if the Sheriff, affected employee and PBA President agree to such deviation in writing by way of a letter or memo executed by the Sheriff, affected employee and PBA President.

(5) Pass days for 12-hour shifts shall be as follows:

	MO	TU	WE	TH	FR	SA	SU
Week 1	Pass	Pass			Pass	Pass	Pass
Week 2			Pass	Pass			

7. Revise Article 6, Section 3A(a) as follows:

(a) Sheriff's employees, except Investigators, working other than the scheduled daytime hours shall receive a shift differential as follows:

- ⊙ Afternoon shift, 4:00p.m. to 12:00 midnight, or 3:00 p.m. to 11:00 p.m., whichever is applicable, 5% additional to hourly rate.
- ⊙ Night shift, 12:00 midnight to 8:00 a.m., or from 11:00 p.m. to 7:00 a.m., whichever is applicable, 10% additional hourly rate.

8. Article 6, Section 3A(c) is amended as follows:

- (c) The County will provide a guarantee of 3 hours call-in time at the rate of time and one-half whenever a bargaining unit employee is required and authorized to report for duty by a superior officer

9. Article 6, Section 3A add new subparagraph (e) as follows:

- (e) All Employees holding the position of Investigator shall receive a 5% differential to the salary shown in Schedule "A" and shall not receive any other differential including shift differentials by reason of working other than scheduled day time hours.

10. Article 6, Section 3B(c) is amended as follows:

- (c) The County will provide a guarantee of 3 hours call-in time at the rate of time and one-half whenever a bargaining unit employee is required and authorized to report for duty by a superior officer.

11. Article 6, Section 3B is amended to add a new subparagraph (d) reading:

- (d) Employees working in the K-9 Unit shall receive additional compensation as set forth in Section 16 of this agreement.

HOLIDAYS

12. Revise Article 7, Section 2B as follows:

Section 2B - Benefit Day Administration (12-Hour Shifts)

- (a) On or before January 15th, an employee may elect, with the prior approval of the Sheriff, to schedule and take benefit days off during the course of the calendar year but not earlier than the commencement of the quarter in which the same are earned (quarters being defined as commencing January 1st, April 1st, July 1st and October 1st and it being understood that 2 benefits days are earned and available for use in each quarter) and not later than the six month period following the commencement of the quarter in which such days were earned or the end of the calendar year in which earned, whichever occurs first. Requests to take a benefit days during the course of the calendar year that are received on or before February 15th shall be approved or denied by February 28th or within seven working days with regard to those days scheduled during the quarter commencing January 1st.

- (b) If the employee does not make the previously described election or to the extent all earned benefit days are not scheduled, every January 1st, April 1st, July 1st and October 1st the employee may elect, with the prior approval of the Sheriff, to take two benefit days off during the 6 (six) month period following the commencement of the quarter in which the same were earned but not later than the end of the calendar year in which the same were earned, or (2) receive payment at their regular rate of pay for two additional days as compensation for not taking the two benefit days off during the quarter in which the same were earned, or (3) take one benefit day off during the aforesaid six month period but prior to the end of the said calendar year and receive payment at their regular rate of pay for one additional day as compensation for taking only one benefit day off. Requests to take benefit days received at the commencement of each quarter in which the same are earned shall be approved or denied within seven working days.
- (c) If the employee elects to take the benefit days, the benefit days must be taken, or otherwise they will be lost with no compensation to the employee; however, benefit days earned and not otherwise taken through no fault of the employee as provided herein, shall be paid to the employee at the end of the quarter in which they are earned. Benefit day leave requests denied based on scheduling would be considered no fault of the employee.
- (d) All benefit days shall be taken within 6 (six) months of the commencement of the calendar quarter during which the employee becomes entitled thereto and not later than the end of the calendar year in which the same were earned. Benefits days shall not be carried over beyond this time.
- (e) Whenever an employee of the bargaining unit uses sick leave for any part of a holiday as listed above, leave credits will be recorded as follows:
- For Christmas, Independence Day, Martin Luther King, Jr. Day, Election Day, Lincoln's Birthday, and Memorial Day, the employee will be charged with sick leave credits for the number of hours used as sick leave and will not be entitled to one benefit day in the next following quarter.
- For New Year's Day, Washington's Birthday, Labor Day, Columbus Day, Veteran's Day and Thanksgiving Day, the employee will be charged with sick leave credits for the number of hours used as sick leave with no reduction in benefit days.
- (f) For purposes of this section the day to be considered the holiday shall be the day observed by the County as the holiday irrespective of whether such day is the actual day of the holiday.

**VACATION, SICK LEAVE, PERSONAL LEAVE
BEREAVEMENT, AND JURY DUTY**

13. Article 8, Section 1A add new subparagraph (b) as follows and reletter subparagraphs (b) - (h) to (i) - (I):

- (b) Employees holding the position of Investigator shall be entitled to an additional vacation day upon 10 years of service for a total of 21 working days.

14. Article 8, Section 1B subparagraph (c) is amended to read as follows

Vacation leave requests submitted by the 15th of January, pursuant to the Sheriff's Request for Leave Policy, shall be approved or denied by the 28th of February.

15. Article 8, Section 3B is amended to add a new subparagraph (f) to read as follows :

Personal leave requests submitted by the 15th of January, pursuant to the Sheriff's Request for Leave policy, shall be approved or denied by the 28th of February.

16. Article 8, Section 2A add new subparagraph (b) as follows and accordingly reletter subparagraphs (b) - (i) :

- (b) Absence from duty by an employee by reason of sickness or disability of an immediate member of employee's family shall also be considered "sick leave", provided, however, a) the sickness or disability of the immediately family member must require the physical presence and actual assistance of the employee; b) a full time employee may use no more than 3 work days (24 hrs) or the maximum number of the sick leave days the employee has available for use, whichever is less, in any calendar year for immediately family member sickness or disability; c) the use of sick leave for immediate family sickness or disability shall be subject to the same rules of use as are applicable to the employee's use of sick leave for employee's own sickness or disability including disciplinary action should the sick leave not be used in accordance with the rules specified herein; d) the use of sick leave for immediate family sickness or disability shall be subtracted from or charged to the employee's accumulated sick leave balance in the same manner as if used for the employee's own sickness or disability; e) immediate family member shall mean mother, father, husband, wife, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, and any relative or person residing in the immediate household of the employee, and (f) this benefit or privilege of using sick leave for immediate family member sickness or disability shall end December 31, 2009, unless extended by separate written agreement by the parties, such agreement being completely optional.

17. Article 8, Section 2A subparagraph lettered (d) is amended as follows:

- (e) The twelve working days per year allowed to an employee for such leave with pay may be accumulated to a maximum of 200 days, and may be kept to his or her credit for future sick leave with pay.

18. Article 8, Section 2A subparagraph lettered (f) is amended as follows:

- (g) In the event an employee has not used all of his accumulated sick leave at the time of his retirement, he shall have the following options which must be exercised prior to the last day of employment:

- (1) Be paid for one half of the accumulated and unused sick leave as referred to in Section 2(d) up to a maximum of ninety (90) days:
- (2) apply all or a portion of the dollar value of said half of the accumulated sick leave up to a maximum of ninety (90) days to an account set up by and administered by the County Treasurer for the purpose of paying the employee's portion of the premium cost of the County health insurance plan following retirement consistent with the then current health insurance articles of the contract with the balance of the dollar value, if any, not designated for use in the retiree health insurance account paid to the employee in cash. Upon exhaustion of the amount set aside for the payment of the employee's portion of the premium for health insurance, the employee shall be obligated to pay said portion of the premium, if any, for health insurance in order to maintain such coverage.
- (3) in the event an employee (a) dies after retirement, (b) being eligible for payment of accumulated sick leave, and (c) after making the election to apply all or a portion of the dollar value of one half of his/her sick leave, at the irrevocable option of the spouse or estate representative of the deceased, the dollar value of the deceased's sick leave accruals on the date of his/her death, if any, may be paid in a lump sum to the spouse or estate of the deceased or all or a portion of the said sum to which the spouse or estate may be entitled may be left with the County Treasurer for the payment of the premium cost of the County health insurance plan for the surviving spouse and/or dependents if they are qualified to receive the health insurance benefits pursuant to the terms of the agreement. Any portion of the sum not left with the County Treasurer shall be payable to the spouse and/or estate. This option must be exercised within 90 days of the appointment of a representative of the estate. This provision does not give the surviving eligible spouse or dependent the right to continued coverage free of charge. Once the account is exhausted, the eligible spouse and/or dependent(s) must pay the employee portion of the premium for health coverage to maintain such coverage.
- (4) All payments and sick leave accruals shall be based on salary schedules in existence at the time of retirement.

19. Article 8, Section 2B add new subparagraph (b) as follows and accordingly reletter subparagraphs (b) - (i) :

- (b) Absence from duty by an employee by reason of sickness or disability of an immediate member of employee's family shall also be considered "sick leave", provided, however, a) the sickness or disability of the immediately family member must require the physical presence and actual assistance of the employee; b) a full time employee may use no more than 2 work days (24

hrs) or the maximum number of the sick leave days the employee has available for use, whichever is less, in any calendar year for immediately family member sickness or disability; c) the use of sick leave for immediate family sickness or disability shall be subject to the same rules of use as are applicable to the employee's use of sick leave for employee's own sickness or disability including disciplinary action should the sick leave not be used in accordance with the rules specified herein; d) the use of sick leave for immediate family sickness or disability shall be subtracted from or charged to the employee's accumulated sick leave balance in the same manner as if used for the employee's own sickness or disability; e) immediate family member shall mean mother, father, husband, wife, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, and any relative or person residing in the immediate household of the employee, and (f) this benefit or privilege of using sick leave for immediate family member sickness or disability shall end December 31, 2009, unless extended by separate written agreement by the parties, such agreement being completely optional.

20. Article 8, Section 2A new subparagraph lettered (e) is amended as follows:

- (e) The 96 hours per year allowed to an employee for such leave with pay may be accumulated to a maximum of 1600 hours, and may be kept to his or her credit for future sick leave with pay.

21. Article 8, Section 2A subparagraph lettered (f) is amended as follows:

- (g) In the event an employee has not used all of his accumulated sick leave at the time of his retirement, he shall have the following options which must be exercised prior to the last day of employment:
 - (1) Be paid for one half of the accumulated and unused sick leave as referred to in Section 2(d) up to a maximum of 720 hours:
 - (2) apply all or a portion of the dollar value of said half of the accumulated sick leave up to a maximum of 720 hours to an account set up by and administered by the County Treasurer for the purpose of paying the employee's portion of the premium cost of the County health insurance plan following retirement consistent with the then current health insurance articles of the contract with the balance of the dollar value, if any, not designated for use in the retiree health insurance account paid to the employee in cash. Upon exhaustion of the amount set aside for the payment of the employee's portion of the premium for health insurance, the employee shall be obligated to pay said portion of the premium, if any, for health insurance in order to maintain such coverage.
 - (3) in the event an employee (a) dies after retirement, (b) being eligible for payment of accumulated sick leave, and (c) after making the

election to apply all or a portion of the dollar value of one half of his/her sick leave, at the irrevocable option of the spouse or estate representative of the deceased, the dollar value of the deceased's sick leave accruals on the date of his/her death, if any, may be paid in a lump sum to the spouse or estate of the deceased or all or a portion of the said sum to which the spouse or estate may be entitled may be left with the County Treasurer for the payment of the premium cost of the County health insurance plan for the surviving spouse and/or dependents if they are qualified to receive the health insurance benefits pursuant to the terms of the agreement. Any portion of the sum not left with the County Treasurer shall be payable to the spouse and/or estate. This option must be exercised within 90 days of the appointment of a representative of the estate. This provision does not give the surviving eligible spouse or dependent the right to continued coverage free of charge. Once the account is exhausted, the eligible spouse and/or dependent(s) must pay the employee portion of the premium for health coverage to maintain such coverage.

- (4) All payments and sick leave accruals shall be based on salary schedules in existence at the time of retirement.

22. Article 8, Section 4B is amended as follows:

Section 4B - Leaves of Absence (12-Hour Shifts)

- (a) Military Leave - Bargaining unit employees who are members of military reserve units and are required to go active duty for training purposes shall be entitled to leave, without loss of pay for such time as is necessary to fulfill such military training obligation, but not exceeding twenty-two workdays per calendar year. Payment shall not be made to such employees unless a copy of the military orders is submitted to the Sheriff or his authorized designee.

23. Article 8, Section 5A(a) is amended and add subparagraph (d) as follows:

Section 5A - Bereavement Leave (8-Hour Shifts)

- (a) Employees may be absent from work without loss of pay by reason of death in the immediate family up to a maximum period of three working days commencing from the date of death of the family member or day before the funeral. Immediate family includes only mother, father, husband, wife, brother, sister, child, stepchild, grandparent, grandchild, mother-in-law, father-in-law and any relative or person residing in the immediate household of the employee.
- (d) When weather conditions will not allow for a burial until later, an employee may reserve and schedule one working day (8 hours) of bereavement for the actual date of burial.

24. Article 8, Section 5B(a) is amended and add subparagraph (d) as follows:

Section 5B - Bereavement Leave (12-Hour Shifts)

- (a) Employees may be absent from work without loss of pay by reason of death in the immediate family up to a maximum period of 36 work hours. Commencing the date of death of the family member or day before the funeral. Immediate family includes only mother, father, husband, wife, brother, sister, child, stepchild, grandparent, grandchild, mother-in-law, father-in-law and any relative or person residing in the immediate household of the employee.

- ~~(d) When weather conditions will not allow for a burial until later, an employee may reserve and schedule 1 working day (12 hours) of bereavement for the actual date of burial.~~

HEALTH INSURANCE PLAN

25. Article 9, Section 1(a) - (d) is amended, delete existing (e) and add subparagraphs (e) - (h) as follows:

Section 1 - Health Insurance

- (a) Effective for current employees on January 1, 2009 and commencing on the first of the month immediately following the initial month of hire for a new full-time employee, the County shall contribute the sum of \$170 per month or the monthly premium of the lowest cost health provider, whichever is less, toward the premium for individual coverage. The balance of the applicable health insurance premiums, if any, shall be paid by the employee through payroll deduction. If the individual premium for the lowest cost health provider (GHI HMO Select, CDPHP, MVP, BENENY Community Blue, Empire HMO, NYSHIP or equivalent) exceeds \$152 per month, the County shall increase its contribution toward the health insurance premium by an amount equal to 85% of the difference between the individual premiums for the lowest cost health provider minus \$152.
- (b) Effective for current employees on January 1, 2009 and commencing on the first of the month immediately following the initial month of hire for a new full-time employee, the County shall contribute up to the sum of \$357 per month or the monthly premium of the lowest cost health provider, whichever is less, toward the premium for two-person coverage. The balance of the applicable health insurance premiums, if any, shall be paid by the employee through payroll deduction. If the two-person rate for the lowest cost health provider (GHI HMO Select, CDPHP, MVP, BENENY Community Blue, Empire HMO, NYSHIP or equivalent) exceeds \$332 per month, the County shall increase its contribution toward the two-person premium by an amount equal to 85% of the difference between the two-person premiums for the lowest cost health provider minus \$332.

- (c) Effective for current employees on January 1, 2009 and commencing on the first of the month immediately following the initial month of hire for a new full-time employee, the County shall contribute up to the sum of \$510 per month or the monthly premium of the lowest cost health provider, whichever is less, toward the premium for family coverage. The balance of the applicable health insurance premiums, if any, shall be paid by the employee through payroll deduction. If the family premium for the lowest cost health provider (GHI HMO Select, CDPHP, MVP, BENENY Community Blue, Empire HMO, NYSHIP or equivalent) exceeds \$494 per month, the County shall increase its contribution toward the health insurance premium by an amount equal to 85% of the difference between the family premiums for the lowest cost health provider minus \$494.
- (d) Two members of the same family employed by the County may only be enrolled in one insurance plan. If two members of the same family employed by the County are eligible to be enrolled in a two-person plan, each employee may enroll in their own individual plan, but the County will only contribute a maximum total amount equal to the County's contribution for a two-person plan.
- (e) In no event shall the County pay more than the premium of the health provider selected by the employee, even if the formula set forth in paragraphs (a), (b) and (c) above, results in the County's portion of the premium being greater than that due and payable for coverage.
- (f) All Health Care coverage shall be offered with a maximum co-pay of \$25.00.
- (g) The County may offer Health Net Retiree Medicare Plan with 10/30/50 RX and/or a similar plans as an option for medicare eligible retirees in accordance with the same contribution formula as proposed with other Health Insurance Coverages and with the understanding as set forth above that if the County's calculated portion of the premium is greater than the premiums, there shall be no payment of the difference to the employee.
- (h) In the event that, during the term of this collective bargaining agreement, the County desires to effect a change from the health care plans currently offered through multiple health insurance carriers to a multi-plan option through a single health insurance carrier or some hybrid thereof or mix of carriers, and such change will result in a plan which is substantially similar to or better than that currently offered through the multiple carrier approach now used at a cost which is the same or lower for the employee, The Warren County Police Benevolent Association agrees to negotiate such change in good faith and not raise unreasonable objections.

26. Revise Article 9, Section 2(a) as follows:

Section 2 - Eligibility in Retirement

- (a) An employee shall be eligible for continued coverage under the Warren County Health Insurance Plan in retirement, if all of the following conditions apply:

- ⊙ has at least ten (10) years total service as a Warren County employee;
- ⊙ has retired under the New York State Retirement System; and
- ⊙ is enrolled in the Warren County Health Insurance Plan at the time of retirement.

RETIREMENT PLANS AND DEATH BENEFITS

27. Revise Article 10, Section 1(b) as follows:

- (b) The County shall continue to provide for the Sheriff's twenty-year retirement plan, pursuant to Article 14-B, Section 552 for bargaining unit employees who engage in at least 50% criminal law enforcement activities. Section 553(a) of the NYS Retirement and Social Security Law provides an additional 1/60 of final average salary for each additional year of creditable service in the Sheriff's Office not to exceed 15 years.

MISCELLANEOUS PROVISIONS

28. Article 14, Section 7 - Uniforms shall be amended as follows:

Section 7 - Uniforms

The County shall provide complete uniforms and equipment to personnel required by the Sheriff to wear uniforms and have such equipment. A yearly payment of \$750.00 shall be paid to all investigators and the investigative sergeant for the purchase of appropriate business attire. Payments will be made on a voucher system and must be submitted to the Administration Office no later than November 1st of each calendar year. Employees that work in these titles for less than a calendar year shall have their yearly payment pro-rated in equal proportion to the time worked in these titles.

29. Article 14, Section 17 is added:

Section 17 - Pregnancy - Light Duty Work

Temporary reassignment of eligible pregnant members is a voluntary program whereby the Office will afford pregnant members the opportunity to continue working during the latter stage of pregnancy. Temporary reassignment of eligible pregnant members will be made consistent with the operational needs of the Office. The Office shall have the sole right to determine hours, location and type of duty to be assigned, however, every reasonable effort will be made to assign the member as close to her assigned duty station as possible. As operational needs dictate, the Sheriff may, at any time, change the hours, location and type of duty assigned. Members temporarily assigned to administrative duty shall not be assigned to normal road patrol, criminal investigations requiring field assignments or field supervisory coverage. Any member who is at least 5 months pregnant and any member who is less than 5 months pregnant whose attending physician will not certify her for full and strenuous duty as a result of her pregnancy is eligible for this program. Members who are at least 5 months pregnant and do not want a temporary reassignment to administrative duties, but instead wish to continue in an assignment requiring fitness for full and strenuous duty shall be allowed to do so provided the member's doctor consents.

30. Article 14, Section 18 is amended as follows:

The County will pay an employee serving as a Field Training Officer an annual stipend of \$250.

K-9 UNIT

31. The current Article 16 shall be renumbered as Article 20 and a new Article 16 to be titled K-9 Unit shall be added to read as follows:

Article 16 – K-9 Unit

The County shall establish a police K-9 unit as part of the Sheriff's Department. Individual County Patrol Officers may be assigned to the K-9 unit and be governed in part by policies and procedures specific to that unit as well as policies and procedures applicable to County Patrol Officers generally. With regard to the K-9 unit and Officers assigned to the same:

- (a) The Sheriff shall have the absolute discretion to select the dogs, and select and assign the officers who will serve as dog handlers in the K-9 unit from members of the County Sheriff's Office. Without limiting the absolute discretion of the Sheriff, volunteers will be solicited for assignment to the K-9 unit from active members of the PBA.
- (b) To be eligible to serve as a member of the K-9 unit, officers must meet and maintain the eligibility requirements, and abide by the rules and regulations set forth in the "County of Warren Sheriff's Department K-9 Unit Policies and Procedures Manual," including agreement in advance to serve as a member of the K-9 unit for a minimum period of four (4) years. Officers assigned to the K-9 unit shall remain eligible during this minimum period for promotions or changes in assignment, but the County may decline to consider such officers for promotion or change of assignment during this minimum period, except for promotions to Patrol Sergeant.
- (c) The Sheriff shall have the absolute discretion to relieve an officer from his or her duties as a police K-9 handler at any time, upon request from the officer, because the K-9 unit is disbanded, the size of the K-9 unit is reduced, or for any other reason in the best interests of the County Sheriff's Department, with or without "just cause".
- (d) During any period in which an officer is assigned to the K-9 unit, he or she will forfeit his or her rights to bid for permanent shift assignments under the terms of the contract, and the Sheriff shall have sole discretion to assign the dog handlers to a regular shift, may modify shift assignments of the dog handlers upon reasonable advance notice, and may rearrange work schedules of dog handlers within a declared work period.

- (e) When a dog handler completes his or her assignment in the K-9 unit, or is relieved from assignment to the K-9 unit, he or she will have his or her rights restored to bid for permanent shift assignment under the terms of the then-existing contract.
- (f) While an officer is assigned to the K-9 unit, he or she will be governed by and entitled to the following:
 - (i) Transportation time to and from a K-9 officer's residence shall be included within their regularly scheduled tour of duty and performed during regular tours of duty. K-9 officers' regularly scheduled tours of duty shall begin from when they leave their residences for regularly scheduled tours of duty, and shall end upon arrival at their residence following the completion of a regular tour of duty. The times set for "tours of duty" in the current contract and in any succeeding contract shall apply to K-9 officers, who shall be "in fact, ready for duty" when they leave their residences at the beginning of a tour of duty and until they return to their residences after a completion of a tour of duty. K-9 officers shall report-in by radio to the central dispatcher of the Sheriff's Department upon leaving their residence for a regularly scheduled shift of duty and report-out similarly upon arriving at their residence following a regularly scheduled shift of duty, and shall perform regular patrol duties within the County during transport to and from regular shifts of duty.
 - (ii) Officers assigned to the K-9 unit shall not train their assigned police dogs, wash or clean police cars, nor perform any other police-related activities with or concerning the police dogs on "off-duty" time without specific permission of the Sheriff.
 - (iii) Regular and required veterinary services for the police dogs shall be scheduled during normal shift tours to the extent practical, and officers assigned to the K-9 unit shall not obtain veterinary services for their assigned police dogs at times other than "on-duty" times without permission from a superior officer or in emergencies.
 - (iv) Officers assigned to the K-9 unit shall be responsible for all non-police related activities reasonably necessary for the care and maintenance of their assigned police dogs, such as feeding, exercising (including allowing the dog to relieve itself), grooming, washing, administering any required medication, and otherwise caring for their police dogs, and cleaning and maintaining the areas and equipment at which the police dogs are housed. All such activities shall be performed on "off-duty" time and no such activities shall be performed during "on-duty" time. Officers assigned to K-9 units shall be paid by the County for off-duty, non-police related activities at the Federal minimum wage, up to a maximum of seven (7) hours per week. The County, PBA, and each individual officer assigned to the K-9 unit specifically agree that seven (7) hours per week is a fair and reasonable estimate of the time realistically required to provide such care for the police dog.
 - (v) Officers called in while off-duty shall be compensated at time and one-half.
 - (vi) Except to the extent herein provided all salary wages and benefits shall be governed by the contract between the PBA and the County.
- (g) The following expenses associated with the K-9 unit shall be provided for by the

County as follows:

- (i) A marked police vehicle for transporting the police dog, which shall remain the property of the County.
 - (ii) Food, veterinary services, handler equipment, and services for the police dog.
 - (iii) Acquisition or purchase of the dog.
- (h) The officer assigned to the K-9 unit agrees to a four (4) year commitment.
- (I) The County and the PBA agree that the officers assigned to the K-9 unit shall be considered "on-duty" for the purposes of General Municipal Law Section 207-c, and the New York State Retirement System, with respect to disabilities occurring whenever an officer assigned to the K-9 unit is performing tasks necessary and reasonable for the training care, and maintenance of the police dogs, regardless of where or when these tasks are performed.
- (j) The County will defend and indemnify officers assigned to the K-9 unit for any injuries or damages caused by the police dogs which occur or are claimed to occur during the period in which such officers are assigned to the K-9 unit, regardless of where or when the injuries or damages occur.
- (k) All police dogs assigned to the K-9 unit shall be the property of the County. Upon the retirement of a police dog from the K-9 unit, the handler assigned such dog shall be offered the opportunity to purchase such dog from the County for the sum of \$1.00, and shall assume all liabilities previously incurred by the County in relation to the operation of the K-9 unit and ownership of the dog.
- (l) Nothing in this agreement shall be deemed to preclude the County from disbanding or curtailing the K-9 unit once it is formed.
- (m) A separate memo setting forth the provisions herein above of incorporating the same by reference shall be presented to the officer selected for participation in the K-9 unit for execution for purposes of establishing that officers agreement to the terms and provisions set forth herein above.

OTHER

32. The caption of the Agreement and parties thereto shall be amended to include the Sheriff.
33. The terms of the previous agreement expiring December 31, 2007 shall be included in the next agreement between the parties except as amended, deleted or modified above. This tentative agreement is made by the spokesperson on behalf of each negotiating team and is subject to each party's right and obligation to have the agreement ratified pursuant to each party's rules, regulations policies and procedures.

COUNTY OF WARREN
WARREN COUNTY SHERIFF

By: _____
Paul B. Dusek, Esq.
Warren County Attorney

Dated: _____

WARREN COUNTY POLICE
BENEVOLENT ASSOCIATION

By: _____
Robert A. Breen
President

Dated: _____

Handwritten text, possibly a header or title, which is extremely faint and illegible.

Main body of handwritten text, consisting of several lines of cursive script that is mostly illegible due to fading and blurring.