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Title: **Orleans, County of and Council 82, Orleans County Sheriffs Employees Association, Law Enforcement Officers Union, Local 2966 (2006)**

Employer Name: **Orleans, County of**

Union: **Council 82, Orleans County Sheriffs Employees Association, Law Enforcement Officers Union**

Local: **2966**

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**ARTICLE 1
RECOGNITION**

OFFICE OF THE CHAIR

Section 1.1: The Employer recognizes the Union as the sole and exclusive representative of those employees employed on a permanent full time basis by the Sheriff's Department of the County of Orleans for the purpose of collective bargaining with regard to the establishment of salaries, wages, hours of work and other terms and conditions of employment and the administration of grievances for the term of the contract. For the purpose of this Contract, an "employee" or the "employees" are those employees in titles as set forth in Appendix A of this contract, or as determined by either mutual agreement of the parties of the Public Employment Relations Board from time to time as being in the unit and titles with a community of interests as may hereafter from time to time be created.

↓ COUNCIL #2 Local 2966 (Orleans County Sheriff's Employees Assn)

**ARTICLE 2
UNION SECURITY**

SECTION 2.1 MANAGEMENT RIGHTS

Section 2.1: The Union recognizes that all of the functions, rights, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Employer.

SECTION 2.2 PLEDGES AGAINST COERCION

Section 2.2.1: The Employer agrees not to interfere with the rights of the employees to become members of the Union and that there will be no discrimination, interference, restraint or coercion practiced by the Employer or an Employer representative against any employee because of his Union membership, or because of such employee's activity in any official capacity on behalf of the Union.

SECTION 2.3 AID TO OTHER UNIONS

Section 2.3.1: The Employer agrees there will be no aid, promotion or financing of any other labor union regarding this bargaining unit.

Section 2.3.2: The Employer understands that the Union has the exclusive right of dues deduction and agrees to deduct such Union membership dues in accordance with the amount certified by the Union, in writing, from the pay of those members who have executed such payroll deduction authorization on forms provided by the Union.

Section 2.3.3: The Employer understands that the Union has the exclusive right of payroll deduction of premiums for all Union sponsored insurance programs and also agrees to make a separate deduction for such insurance programs which are currently available or will become available to Union members. The Employer will maintain such deductions in accordance with the terms and conditions appearing on the appropriate authorization form provided by the Union or appropriate agency approved by the Union.

Section 2.3.4: Payroll deductions of Union dues and Union sponsored insurance programs required or authorized by the employees shall become effective at the date that the appropriate form, if

any, designates, or, if none, when it is signed by the employee and presented to the Sheriff or his designee. All deductions shall commence no later than the beginning of the next payroll period.

Section 2.3.5: All Union dues deductions and all insurance deductions shall be remitted separately each payroll period together with a list of names of those employees from whom such deductions have been made to:

Union Dues
Council 82-Law Enforcement Officers Union
63 Colvin Avenue
Albany, New York 12206

Insurance premiums as per card designations.

Section 2.3.6: Any changes in the amount of Union dues to be deducted must be certified by the Union in writing and forwarded to the Employer. Implementation of any such changes shall be accomplished by the next full payroll period.

SECTION 2.4 NOTIFICATION OF NEW EMPLOYEES

Section 2.4.1: The Employer agrees to submit to the local union each month a list of any new employees hired in the bargaining unit, their home addresses, title and status of their employment as to whether they are temporary, seasonal, federally funded or permanent.

SECTION 2.5 ACCESS TO PREMISES

Section 2.5.1: The Employer agrees to permit representatives of the International Union, Council 82 and/or Local Union, on an exclusive basis, to enter the premises of the Employer upon reasonable notice and observing security regulations for the discussion of working conditions, explanation of Union membership, service and programs with employees, and communicating with other officers and stewards of the Union, where it does not interfere with the efficient and safe operation of the Employer's premises and operation.

SECTION 2.6 BULLETIN BOARDS

Section 2.6.1: The Employer agrees to provide one (1) 3' x 4' bulletin board for the exclusive use of the Union to post notices and other Union information not detrimental to any County official or relating to political campaign material.

SECTION 2.7 PRINTING AND DISTRIBUTION OF AGREEMENT AND UNION MATERIAL

Section 2.7.1: The Employer agrees to provide sufficient copies of this Contract in letter form to the Union and to all present employees in the bargaining unit, the full cost which will be borne by the Employer. The Employer shall also provide copies of this agreement to all new employees as they are hired.

SECTION 2.8 UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

Section 2.8.1: The Employer agrees that during working hours, and for reasonable periods of time, so as to not interfere with the employee's enforcement duties and security at the jail on the premises of the Employer, employees designated as Union representatives and whose names have been

submitted to the Sheriff in writing by the Local Union or the Council, shall be permitted to engage in the following activities without loss of time or pay:

--transmit communications authorized by the Local Union or its officers to the Employer or his representatives;

--consult with the Employer, his representative, Local Union officers or other Union representatives concerning the enforcement of any provisions of this contract.

Section 2.8.2: Nothing in this Section shall be construed to be a limitation upon any lawful and other legitimate Union activity during non-work hours.

SECTION 2.9 CONTRACT NEGOTIATIONS

Section 2.9.1: The Union Negotiating Team shall consist of a maximum of five (5) members of the bargaining unit. The employer will give time off with no loss of time or pay for three (3) employee members of the local union contract negotiating committee. During prolonged negotiation sessions, special consideration will be given to employees who must immediately report to work.

Section 2.9.2: The Employer agrees to permit members of the Union who are elected or designated to attend any convention of the International Union, Council 82 or State AFL-CIO to attend such functions without loss of time or pay, provided that a request for such release is made by the Union to the Sheriff no less than five (5) work days prior to the date that the function is scheduled. The maximum number of released hours pursuant to this subsection shall be forty-eight (48) man-hours.

Section 2.9.3: An employee elected to the office of President of the Local Union shall be granted time off with the approval of the Sheriff to carry out the functions of his office, without loss of time or pay.

SECTION 2.11 JOINT LABOR RELATIONS COMMITTEE

Section 2.11.1: To facilitate communications between the parties and to promote a climate conducive to constructive employee relations, a joint labor relations committee shall be established to discuss problems of mutual concern such as safety, training and conditions of employment. The union members of the Committee shall consist of the Union President and two bargaining unit employees selected by the President. The Management members of the Committee shall consist of the Sheriff, a non-bargaining person selected by the Sheriff and the Chairman of the Legislature or his designee. Committee meetings shall be held upon the request of either party. The time, date and location for such meetings shall be made in advance, with an agenda being submitted at least one (1) week prior to the mutually agreed upon date. The meeting shall be held at reasonable hours mutually agreed upon by the parties. Employee committee members acting on behalf of the Union shall suffer no loss of time or pay as a result of attending such meetings during their regular work hours.

Section 2.11.2: Labor Relations committee meetings shall be held in good faith. While this committee shall have no power to contravene any provisions of this Contract, the parties, upon mutual agreement, may issue letters of understanding. Any disagreements growing out of the implementation of letters of understanding, or violations thereof, shall be subject to the grievance procedure.

**ARTICLE 3
CIVIL SERVICE LAW**

It is hereby understood and agreed that this Agreement and each and every part thereof, is subject to the provisions of New York State Civil Service Law and any rules, regulations, provision, ordinances, resolutions, or actions of any kind or nature of this State or Local Civil Service Commission or Personnel Officer (all collectively referred to as the "Law"), and shall be construed and enforced only to the extent allowable and within the limits of the law as if such law were a specific amendment to this Agreement. The application of the law to this Agreement which result in any change shall in no way give rise to any right by either party to negotiate any part or all of this Agreement.

GRIEVANCE AND ARBITRATION

SECTION 3.1 GENERAL

Section 3.1.1: It is the intent of this Article to provide an orderly and expeditious procedure for the processing and settlement of all grievances of employees and disputes between the Union and the Employer. It is agreed, therefore, that should any grievance or dispute occur over health and safety matters, or the meaning, application and interpretation of this Contract, the grievance and arbitration procedure set forth in the appropriate Sections of this Article shall be the only manner by which such grievances or disputes may be settled.

Section 3.1.2: Employee must submit grievance if concern only is applicable to one person.

SECTION 3.2 MATTERS RELEVANT TO THE GRIEVANCE PROCEDURE

Section 3.2.1: The time limits set forth in this Article shall be strictly adhered to; however, they may be extended by mutual agreement of the parties in writing. As used in this agreement, "business days" shall means Monday through Friday excluding holidays and other days when county offices are closed.

SECTION 3.3 UNION STEWARDS

Section 3.3.1: Employees selected by the Union to act as Union representatives shall be known as "Stewards". There shall be a maximum of three (3) stewards. The names of employees selected as stewards and the names of other Union officers and representatives who may also represent employees shall be certified in writing to the Sheriff by the local union. Such Union stewards shall have the right to investigate grievances for reasonable periods during the regular working hours without loss of time or pay; however, such employees must receive approval from the Sheriff or his designee prior to leaving their work assignment. Such approval shall not be unreasonably withheld.

SECTION 3.4 RIGHTS OF THE PARTIES

Section 3.4.1: Either party shall have access upon request to any written statements or records, which will be presented as evidence by the other party at any hearing provided by this Contract in advance of the date of such hearing. In the event either party does not have sufficient time to review such evidence, the hearing shall be adjourned to a later date at the request of either party.

Section 3.4.2: Aggrieved employees, the Union President or his designee, and necessary employee witnesses shall not suffer any loss of time or pay, or be required to charge leave credits as the result of attending hearings during the regular working hours, and any other proceedings that has to do

with the administration of this Contract during such employees' regular working hours shall be considered as time worked for all purposes.

Section 3.4.3: Employees shall not be coerced, intimidated or suffer any reprisal exercising their rights guaranteed by this Contract.

Section 3.4.4: No recording devices or stenographic record of any kind shall be used during any disciplinary proceeding unless the use of such device is agreed upon by all parties and each party receives a copy of the tape or record.

Section 3.4.5: Staff representatives of the Union may participate at any step of the grievance procedure.

Step I: The grievant, or the grievant and the president of the local or local union official shall meet with the grievant's immediate supervisor within ten (10) days business of grievance occurrence, date and the employee received knowledge, or date he should have known of the grievance occurrence.

Step II: In the event the issue was not resolved with Step I, the president or other representative of the Union shall reduce the matter in writing on a form provided by the Union, setting forth the facts of the grievance and the remedy sought, and submit the grievance to the Sheriff with a copy to the Chairman of the County Legislature within ten (10) business days of the meeting with the immediate supervisor. The Sheriff shall respond in writing within ten (10) business days of receipt of the grievance.

Step III: If the Union is not satisfied with the decision at Step I or Step II, or if no decision is received, it may, within fifteen (15) business days of the Step II decision or the date the decision was due, refer the matter to the Chairman of the Legislature or his designee who shall schedule a meeting within fifteen (15) business days to discuss possible resolution of the grievance.

Step IV: If the Grievance is not resolved as a result of this meeting, the Union may, within 15 business days of such meeting, or the date the meeting should have been held, refer the matter to arbitration in the manner set forth in Section 3.5.

SECTION 3.5 ARBITRATION PROCEDURE

Section 3.5.1: In the event that the Union is not satisfied with the Employer's answer or decision at Step III and it desires to submit the unresolved grievance to arbitration, the Union shall make such request on the appropriate form to the New York State Public Employee Relation Board, with a copy of such request being sent by certified mail to the Sheriff. The selection of the Arbitrator, who will make the final determination of the Grievance, shall be made by the parties from a list submitted by the New York State Public Employee Relation Board in accordance with its own rules of procedure. The Arbitrator's decision shall be final and he shall not have the power to amend, modify or delete any provision of this Contract.

Section 3.5.2: All expenses relating to the arbitration shall be shared equally by the parties.

**ARTICLE 4
DISCIPLINE**

SECTION 4.1 EXERCISE OF RIGHTS

Section 4.1.1: It is understood and agreed that the only procedure for imposing disciplinary actions or measures against employees covered by this Contract shall be only as set forth in the following Section of this Article.

Section 4.1.2: Disciplinary actions or measures shall include only written reprimands, loss of accruals, suspensions not to exceed sixty (60) days, demotions or dismissals except that any combination may be used for the penalty. The Sheriff shall have the right to counsel employees, except that in the case the counseling is reduced to writing a copy of such shall be given to the employee, and simultaneously placed in the employee's personnel file, and the employee shall have the right to place a response of reasonable length as rebuttal in his folder.

Section 4.1.3: A disciplinary action, including demotion, may be imposed upon an employee only for just cause. In any case where a disciplinary action or measure is proposed against or imposed upon an employee, the Employer shall notify the employee and the Union President in writing of the specific reason for such disciplinary action. The written notification shall contain a detailed description of the charges, which shall also include dates, times and places. The notification shall also indicate that only one copy has been sent to the local Union President. Notification shall be sent to the Union at the same time the notice is sent to the employee, or if hand delivered to the employee, within twenty-four (24) hours of the time that the notice is given to the employee.

Section 4.1.4: It is understood and agreed that any employee covered by this Contract shall be entitled to Union representation at any stage of a disciplinary meeting, including any meeting or investigatory conference hearing where the outcome may result in a disciplinary action. Such employee shall be notified of his rights under this Section within a reasonable time prior to the date that such meeting or conference is to be held.

Section 4.1.5: An employee may be suspended without pay for a period not to exceed two days, provided previous Sections have been complied with. An employee alleging that the action was taken without just and sufficient cause shall have full recourse under the disciplinary and appeal procedure of this Article.

Section 4.1.6: An employee may be suspended for a period greater than two days without pay prior to his instituting an appeal under the appropriate section of this Article only if there is probable cause to believe that the continued presence of the employee on his job assignment represents an actual danger to other persons or property, or would interfere with the operations of the department. However, if such suspension is meted out, whether or not such suspension is a prelude to a proposed dismissal, prior to the implementation of the disciplinary grievance procedure of this Article, such determination shall be review able by the arbitrator should the matter become the subject of an arbitration procedure in accordance with this Contract, except that an employee charged with any violations of controlled substances or crimes under the Penal Law may be suspended pending the outcome of such charge (30-day limitation noted above should not apply). If the employee is not found guilty, such employee shall be reinstated with retroactive compensation at the appropriate rate. It is understood and agreed that in

any case where an employee is required to leave the premises of the Employer, the employee will be permitted to discuss the disciplinary action with his Union steward or other authorized representative(s) of the Union, upon request, and the employer will make an area available where he may do so for a reasonable period of time before he may be required to leave, unless immediate removal is necessary to insure the safety and security of the facility.

SECTION 4.2 DISCIPLINARY PROCEDURE AND APPEALS

Section 4.2.1: Whenever the Employer believes there is sufficient cause for a disciplinary action to be proposed or imposed upon an employee, and notification is given that such action is pending or will be taken, the action may be appealed by the employee and be processed in accordance with the Grievance and Arbitration Procedures of this Contract. It is understood and agreed that burden of proof in any disciplinary proceeding shall rest with the employer.

Section 4.2.2: All grievances relating to disciplinary decisions shall be processed under Step 3 of the grievance procedure. It is understood and agreed that any disciplinary grievance may be settled at any time following the service of a notification of discipline. The terms of any settlement proposed shall be reduced to writing. An employee offered such a settlement shall be given a reasonable opportunity to consult with his Union representative, as well as to have him present at the time he executes such settlement. Both the employee and the Union representative shall be provided with copies of the settlement at the time such settlement is made.

Section 4.2.3: Except as provided for in Section 4.1.5 & 4.1.6 of this Contract, it is understood that any penalty proposed may not be implemented until the employee:

- (1) Fails to file a disciplinary grievance within six (6) calendar days of the service of notification of discipline, or
- (2) Having filed a grievance, fails to file a timely appeal to arbitration, or
- (3) Having appealed to arbitration, until and to the extent that it is upheld by an arbitrator.

Section 4.2.4: Arbitration under this Section shall follow the procedure under 3.5.1.

SECTION 4.3 LIMITATIONS

Section 4.3.1: No employee shall be brought up on charges or be disciplined for acts, which occurred more than ninety (90) calendar days prior to the service of such notification of discipline, except acts which would constitute a crime. An exemption to the above shall be where the Sheriff or Undersheriff has no knowledge of the circumstances, which gave rise to the charges within the above ninety (90) day period. In such circumstances, an employee shall be brought up on charges within thirty (30) days of such knowledge, but in no event more than one year from the date of occurrence.

SECTION 4.4 PERSONNEL RECORDS

Section 4.4.1: The official personnel file for each employee shall be maintained by the County's Personnel Office. No material related to an employee's conduct, performance, character or personality which is derogatory in nature shall be placed in the personnel file without notification to the employee. The employee shall be given an opportunity to read such material and shall acknowledge that he has read such material by affixing his signature on the material to be filed, with the understanding that such

signature merely acknowledges that he has read such material and does not indicate agreement with the contents. The employee shall receive a copy of such material upon request.

Section 4.4.2: An employee shall have an opportunity to review his personnel file in the presence of an appropriate county official of the department upon five (5) days written notice, and to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

Any report of an adverse nature which is five (5) or more years old shall, upon written request of the employee, be removed from the personnel file and placed in a sealed envelope, and may be opened only after reasonable notification to the employee, and only for purposes of defense, by either the employee or the County in a legal or administrative proceeding. The employee shall have the opportunity to be present at the time the sealed file is opened, which shall be stored in the County Personnel Office. Should the employee disagree with all or part of any such letter, he shall have the right to seek removal of any part or all of the letter by filing a grievance under the Grievance and Arbitration Procedure of this Contract.

ARTICLE 5 SENIORITY

SECTION 5.1 DEFINITION OF SENIORITY

Section 5.1.1: Seniority shall mean an employee's total length of continuous employment as a full time employee of the Sheriff's Department of the County of Orleans since his last date of hire, such being applicable to all benefits provided by this Contract, except as may otherwise be provided for below.

SECTION 5.2 PROBATIONARY EMPLOYEES

Section 5.2.1: All employees hired after the signing of this agreement shall serve a probationary period of 52 weeks. Upon the satisfactory completion of the probationary period, such employee shall be notified in writing of such successful completion, and they shall be entered on the seniority list retroactive to their initial date of hire.

Section 5.2.2: Probationary employees shall have the right to Union representation for all purposes of this Agreement, excluding any claim by such employee that he is being dismissed without just cause.

SECTION 5.3 SENIORITY LISTS

Section 5.3.1: The employer agrees to post and furnish the Union with an up-to-date seniority list showing the continuous service of each permanent employee once every year. The seniority list will show the names of such employees, their job classification, seniority date in classification, and their last date of hire.

SECTION 5.4 BREAKS IN CONTINUOUS SERVICES

Section 5.4.1: For the purpose of seniority, an employee's continuous service record shall be broken only by a voluntary resignation, a dismissal that is not reversed through the procedures set forth

in this Agreement, failure to return to work when recalled from a layoff, and retirement; however, should an employee be rehired within six (6) months of his date of leaving service to work in any capacity of work that is normally performed by employees covered by this Agreement, then the break in continuous service shall be removed from his record, subtracting the period of non-service.

Section 5.4.2: An employee's seniority will continue to accrue during any period of absence brought about as a result of a service incurred disability; any other paid approval leave of absence or unpaid approved sick leave, except as may otherwise be stated elsewhere in this Agreement.

ARTICLE 6 WORK FORCE CHANGES

SECTION 6.1 JOB POSTING, PROMOTIONS AND EXAMINATIONS

Section 6.1.1: Job openings in competitive classifications will be filled in accordance with Civil Service Rules. For information purposes, the title of such openings will be posted in locations where County employees are represented by OCSEA on a weekly basis.

Section 6.1.2: Examination announcements for competitive classifications will be posted in three locations, (one (1) in jail, one (1) in dispatch, one (1) in clerical) in accordance with Civil Service rules and regulations.

Section 6.1.3: Job openings in non-competitive and labor classifications will be posted for seven working days in locations where County employees are represented by OCSEA and shall show:

1. Job title
2. Rate of pay
3. Location of job assignment and general description of job duties

Ability, aptitude, and seniority are the factors to be considered in filling such positions. If two or more employees of equal qualifications apply, seniority will be the determining factor.

Any bargaining unit employee may apply for such positions during the posting period. If no qualified full time employees apply, the position will be filled with a qualified part time employee who has applied. If no qualified part time employees apply, the County may fill the position from any source.

Section 6.1.4: A non-competitive or labor class employee promoted to a higher classification shall serve a six-month probationary period, during which time he may be returned to his former position without recourse to the grievance procedure.

Section 6.1.5: Copies of all notices of examinations and announcements of job vacancies shall be sent to the Unit President.

SECTION 6.2 TRAINING ASSIGNMENTS

Section 6.2.1: For the purpose of this Contract, employees selected by the Sheriff to participate in any training program, whether or not such training program takes them away from their regular job assignment shall be considered to be on a job assignment.

Section 6.2.2: When any training program is made available for employees to participate, a notice of such available training program must be posted on all bulletin boards for no less than seven (7) calendar days except in cases of emergency, so that all interested employees may have an opportunity to bid on such assignment. Upon making the selections, the Sheriff shall, within two (2) work days of the selection, post a notice of those employees who were selected and notice shall remain posted for a period of seven (7) calendar days.

SECTION 6.3 OUT-OF-TITLE WORK

Section 6.3.1: Temporary vacancies in higher classifications shall be filled by assigning the most qualified employee in the unit (corrections, dispatchers, clerks, etc.) where the vacancy occurred. Any employee so assigned shall be paid in accordance with Section 15.2.1 of this Contract for all time worked in excess of ten (10) consecutive work days or after an aggregate twenty (20) work days during the life of this Agreement.

SECTION 6.4 - LAYOFF IN THE COMPETITIVE CLASS

Section 6.4.1: It is understood and agreed that in the event the Employer plans to layoff employees in this bargaining unit for any reason, the Employer will notify the Union in writing of its plans at least one month prior to the date that such action is proposed to commence. Upon notification to the Union of such impending plans, a meeting shall be arranged between the parties within five (5) calendar days of such notification to review the anticipated lay off and the effect it will have on employees within the bargaining unit.

Section 6.4.2: If, after the implementation of 6.4.1, the Employer establishes that a layoff still is necessary, the following procedure shall be followed for competitive class employees:

a. Before any permanent competitive class incumbent in any classification is laid off within a department, all temporary, part time, provisional and probationary employees in that classification in which the layoff is to occur shall first be laid off in that order.

b. Where there is a layoff in a specific classification and no temporary, provisional or probationary employees are involved, the employee with the lowest seniority who is in the classification within that department shall be laid off.

c. If the laid off competitive class employee has previously held a position on a permanent basis, he may bump an employee in that department with the least seniority in the classification, who will be laid off.

d. The laid off employee will be placed on a preferred eligible list for competitive class employees.

e. Layoff in lieu of bump. In the event of a layoff, the employee may not wish to bump into another job held by an employee. In such event, he will be entitled to be processed as a layoff and placed on the preferred eligible list or on the recall list.

Section 6.4.3: Layoff in the Non-Competitive Class

When there is a decrease in employment in the Non-Competitive Class, the following procedure shall be followed for non-competitive class employees:

a. Before any permanent incumbent in the classification is laid off in the department, temporary, part time and then probationary employees in that classification in which the layoff is to occur, shall be laid off in that order in accordance with the procedure set forth in this Section.

b. Where there is a layoff in a specific classification and no temporary, part time or probationary employees are involved, the employee with the lowest seniority in the classification shall be laid off.

c. If the laid off employee has previously held a position in the County or is qualified for a lower level position in the County, he may bump an employee in the County with the least seniority in that classification, who will be laid off.

d. The laid off employee will be placed on a recall list.

e. Layoff in lieu of bump. In the event of a layoff, the employee may not wish to bump into a job held by a junior employee, in which event he will be entitled to be processed as a layoff and placed on a recall list.

Section 6.4.4: The County will be liable for any error on a separation or layoff only from the date of the filing of a written grievance bringing said error to the County's attention.

SECTION 6.6 RECALL PROCEDURE

Section 6.6.1: Whenever a vacancy occurs in a title within the County, employees who are on layoff in that title shall be recalled in accordance with their seniority in the reverse order in which they were laid off. If a vacancy occurs in a title where no employee in that title in the County has recall rights, then the laid off employee with the most seniority will be recalled if he has the ability to do the work, and if not, the next senior employee will be recalled.

Section 6.6.2: Part time employees shall be recalled following the recall of all permanent, probationary and provisional employees who were laid off from the classification in which the recall of employees is to occur in accordance with this Section.

Section 6.6.3: Recall rights for all employees except competitive and non-competitive employees shall expire two (2) years from the date of the last layoff. Competitive and non-competitive class employees shall be provided recall rights in accordance with the classified rules of the Civil Service.

Section 6.6.4: With regard to any error in the recall of an employee, the County shall be liable only from the date of filing a written grievance bringing said error to the County's attention to the date the County notifies the employee to return to work.

SECTION 6.7 TRANSFERS AND REASSIGNMENTS

Section 6.7.1: Employees, who desire to transfer to other units within the Sheriff's Department, or other work assignments in the same classification, must submit a written request for such transfer or reassignment to the Sheriff. The Sheriff's decision on such transfer or reassignment shall be final.

**ARTICLE 7
WORK HOURS AND SCHEDULES**

SECTION 7.1 REGULAR WORK HOURS

Section 7.1.1: The regular hours of work each day shall be consecutive, which shall include lunch periods.

Section 7.1.2: Any employee who is scheduled to report for work and who reports for work shall be assigned work.

Section 7.2.1: The work schedule shall be as follows:

1. Clerks: Monday through Friday 8:00 a.m. to 5:00 p.m. no more than seven (7) hours per shift.
2. Cooks: Four (4) consecutive ten (10) hours work days from 7:00 a.m. to 5:00 p.m.
4. Corrections Sergeant, Lieutenant, Corrections Officer, Public Safety Dispatchers: Four (4) consecutive eight and one-quarter (8 1/4) hour shifts.
5. Communication Coordinator: Four (4) consecutive work days of eight and one-half (8 1/2) hours each.

The normal work shifts for Corrections and Dispatch will be:

- | | |
|-------------|-------------------------|
| 1st shift - | 7:30 a.m. to 3:45 p.m. |
| 2nd shift - | 3:30 p.m. to 11:45 p.m. |
| 3rd shift - | 11:30 p.m. to 7:45 a.m. |

Line-up Roll-in Effective April 8, 2001, line-up for Corrections and Dispatch shall be reduced from thirty (30) minutes to fifteen (15) minutes and fifteen (15) minutes cut from line-up shall be rolled into the base-pay for all affected employees at the appropriate rate.

SECTION 7.3 WORK SCHEDULES

Section 7.3.1: Work schedules showing all employee's work shift and work days shall be maintained by the three units (Clerks, Corrections, and Dispatch) of the Sheriff's Department and posted on appropriate bulletin boards at all times.

Section 7.3.2: An employee's work shift may not be changed for the sole purpose of avoiding the payment of overtime with the exception of the work shift of the Correction Officer in the position with the in house title of Relief Officer.

Following the signing of this Agreement the Employer will create a permanent full time Correction Officer position whose in house title shall be Relief Officer. The work shift of the Relief Officer may be changed at the discretion of the Jail Superintendent with 7 days notice in accordance with the notice and posting requirements of the Collective Bargaining Agreement.

Section 7.3.3: Except as is specifically set forth in this Agreement, the basic work week and work scheduling that will be in force as of the effective date of this Agreement shall not be changed unless proposed changes are first discussed with the Union prior to implementation. Work schedules will be posted ten (10) calendar days prior to their effective date.

Section 7.3.4: When a vacancy occurs in a classification, current employees in that classification shall be allowed to choose shifts, according to seniority in the classification before the vacancy is filled.

Section 7.3.5: Employees are required to participate in time keeping activities as required by the department head.

SECTION 7.4 SUBSTITUTIONS

Section 7.4.1: The practice of substitution where one employee voluntarily works for another shall be permitted, provided that such substitution does not impose additional cost to the department, is within rank only, the Sheriff or his designee is notified in advance, and the request is approved. The Sheriff shall not be held responsible for enforcing any agreement made between employees.

Any employee who, under the terms of a substitution arrangement, is required to work a particular shift, and does not work, may be prohibited from exchanging shifts for a period up to six months at the discretion of the Sheriff.

Section 7.4.2: Employees who participate in a substitution agreement shall be Subject to the same reporting rules and requirements as apply to their normal work schedule. In addition, employees who fail to report as agreed will have their leave time reduced by the number of hours that the employee agreed to work

SECTION 7.5 LUNCH PERIODS

Section 7.5.1: All employees, except clerks, shall be entitled to a reasonable meal period not to exceed one half hour, which is on duty time. Employees will respond to any emergency conditions during such periods. Clerical employees shall be entitled to a one (1) hour unpaid lunch.

ARTICLE 8

OVERTIME, PREMIUM PAY AND CALL OUT TIME

SECTION 8.1 OVERTIME DISTRIBUTIONS

Section 8.1.1: Overtime work shall be offered as equally as possible to all employees in the same job classification within the same unit or activity that have indicated a desire to be notified of such overtime.

To accomplish this, an overtime log shall be prepared for each classification as follows:

<u>Classification</u>	<u>Titles</u>
Clerks	Civil Clerks Senior Civil Clerk
Cooks	Cooks
Dispatch	Public Safety Dispatcher Communications Coordinator
Corrections	Correction Officers Lieutenant-Corrections Corrections Sergeant

This log shall contain the names of all eligible employees in order of seniority and shall be prominently posted.

Section 8.1.2 Scheduled Overtime

At the beginning of each month, a log is started and each employee starts with zero overtime. As overtime is posted, it is offered to the most senior employee first. If that person does not sign up, then it is offered to the next most senior employee until the shift is filled.

After they have worked, this is entered into the log. When the next overtime is posted, it is offered to the most senior employee with the least amount of overtime for that month until the schedule is complete.

Section 8.1.3: All open shifts (due to annual leave, sick leave, compensatory time, union leave, school leave, bereavement leave, disciplinary leave or suspension, special assignment or any other reason) will be offered to all members of the bargaining unit in dispatch.

Part time Dispatchers will only be used to help cover the shifts which are specified in Section 7.2.1 of the Union contract, only after full time Dispatchers [members of the bargaining unit] are offered to work the shift first.

An overtime sign up sheet of all open shifts will be posted in dispatch.

Full time Dispatchers will be given the opportunity to sign up and work any or all of the shifts. Awarding of the shifts will be in accordance with current practice as specified in Section 8.1.2.

Seven (7) days prior to the shift being worked and after all full time Dispatchers are notified of the open shift, if no full time Dispatcher signs up to work, the shift will then be offered to part time Dispatchers.

Short notice on open shifts, forty-eight (48) hours or less, full time Dispatchers will be notified. If the shift does not get filled by full time Dispatchers, it will then be offered to part time Dispatchers.

Section 8.1.4: Unscheduled Overtime

Unscheduled overtime can be offered to personnel on the current or incoming shift first before referring to the list. This offer will be recorded by placing a check mark after the employee's name regardless of whether or not the offer is accepted. If overtime is still necessary, it will be offered to the next person on the list. This offer will be recorded by placing a check mark after the employee's name regardless of whether or not the offer is accepted. The same process will be applied to successive names on the list until the overtime need has been met.

Section 8.1.5: In the event overtime exists after all employees on the overtime list have been canvassed and it becomes necessary to order people to work, the least senior employee shall be chosen first, with the most senior employee being ordered last.

SECTION 8.2 OVERTIME PAY

Section 8.2.1: Time and one half rate of pay shall be paid for all work performed by all employees in excess of their regular work day or regular work week schedule except for training as provided in Section 8.2.3.

Section 8.2.2: Any employee required to work four (4) hours of overtime following his regular full work day shall be granted a lunch period as noted in Section 7.5.1 with pay at the overtime rate for the purpose of eating and an additional lunch period with pay for each subsequent four (4) hour period of overtime to be followed by additional overtime.

Section 8.2.3: All in-service training scheduled by the Sheriff after or prior to an employee's regular work shift, shall be considered as overtime, and shall be paid for at the appropriate rate of pay except that an employee may be required to take training in four hour blocks per day periods to maximum of 24 hours per year at the rate of straight time. Employees required to attend week long training will receive their normal work week salary for the training and will have the weekends off whenever possible.

Section 8.2.4: Time during which an employee is absent from work because of paid leave benefits, annual leave, holidays, sick leave, compensatory time off, or other paid leave benefits shall be considered as time worked for the purpose of computing overtime.

Section 8.2.5: Shift differential pay and longevity service pay shall be considered as part of an employee's rate of pay from which overtime premium pay is to be calculated.

Section 8.2.6: All overtime work shall be paid and such payment shall occur no later than the next payroll check. Compensatory time may be considered a manner of payment in lieu of overtime pay only at the option of the employee, authorization for which must be made in writing and signed by the employer with a maximum total accumulation of one hundred thirty-two (132) hours per calendar year.

SECTION 8.3 COURT TIME

Section 8.3.1: Employees who are required to appear in any court or other regulatory or administrative agency in connection with their assigned duties at any time other than during their regular schedule work shift shall be paid a minimum of three (3) hours pay at their regular rate of pay and at the

appropriate overtime rate for each hours or fraction thereof in excess of three (3) hours, including travel time from work location.

Section 8.3.2: Employees subject to court duty shall be compensated for their use of their personal automobiles at the rate of that which is generally available to County employees for all miles driven both from and returning to the employee's official Orleans County residence.

SECTION 8.4 CALL OUT TIME

Section 8.4.1 (a) – Generally: Employees shall be guaranteed a minimum of four (4) hours pay at the employee's overtime rate when called out to work at a time when the employee is not scheduled to work.

Section 8.4.1 (b) – Work Before or After Scheduled Shift: An employee is not "called out to work" when the employee continues to work beyond the end of his regularly scheduled work day or when the employee begins his regularly scheduled work day before the time at which he is scheduled to do so.

Section 8.4.2: An honor guard may be established at the discretion of the Sheriff. The honor guard shall be appointed from a list of volunteers posted in the department. The Sheriff may appoint such honor guard without regard to Section 8.2 and 8.4.1. Time served on the honor guard shall be without compensation.

**ARTICLE 9
HOLIDAYS**

SECTION 9.1 RECOGNIZED AND OBSERVED HOLIDAYS

Section 9.1.1: The following days shall be recognized as paid holidays:

New Year's Day	Presidents Day
Columbus Day	Labor Day
Election Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Martin Luther King Jr. Day
Christmas Day	

All employees shall be compensated at their normal rate for the first eleven (11) holidays in a lump sum to be paid by separate check the last day in November. Payment for Christmas Day holiday shall be made on the last payday in December. In addition to the above, employees in the positions of Public Safety Dispatcher and Communication Coordinator will receive the Day After Thanksgiving as a paid holiday.

Section 9.1.1A: As an exception to the above, employees in the positions of Civil Clerk and Senior Civil Clerk will receive the following paid holidays:

New Year's Day	Presidents Day
Memorial Day	Independence Day
Labor Day	Columbus Day

Election Day
Thanksgiving Day
Christmas Day

Veterans Day
Day After Thanksgiving
Martin Luther King Jr. Day

**ARTICLE 10
ANNUAL LEAVE**

Section 10.1: All regular full time employees who have been continuously employed by and continuously receiving compensation from the County as employer, shall be entitled to annual leave with pay earned on an annual basis from the anniversary date in accordance with the following schedule:

<u>After</u>	<u>Days of Annual Leave</u>
1 year	13
2 years	15
3 years	17

After three (3) years, employees shall receive one additional day of annual leave for each year of service up to a maximum of thirty (30) days.

Section 10.2: The rate of pay for annual leave shall be the employees' regular straight time hourly rate of pay in effect at the time the leave is taken including any shift differential.

Section 10.3: The use of annual leave must be approved by the department head in advance of the leave as follows:

One Day Leaves: All requests for the use of one day or less of annual leave shall be granted provided that 48 hours advance notice is given and provided the request does not interfere with the safe and secure operation of the department. The employees' right to the use of annual leave under this Section shall be limited to five times per calendar year. In cases of emergency, the 48 hour requirement may be waived by the Sheriff.

Leave Based on Seniority: Annual leave schedule will be posted in each operating unit by January 15th of each year. Employees should make their leave selection no later than April 1. All employees will be required to take one period in a block of at least one work week and any employee entitled to 16 days of annual leave shall take two such blocks.

If circumstances require the employer to limit the number of employees on leave at the same time, the employee with the greatest seniority shall be given first choice. After April 1st, scheduling of annual leave will be on a first come first serve basis.

Other Use of Annual Leave: Employees may divide their leave into segments not less than one hour in length. Requests for leave other than that specified above will be answered within three business days of the date the request is received. All such requests shall be submitted at least five (5) business days in advance of the date requested. Request and response shall be in writing.

Whenever possible, the employee's request for annual leave use shall be granted, but the final right to determine the time the leave is used is expressly reserved to the employer.

Section 10.4: Annual Leave (not to exceed eight (8) days) which remains unused on an employees anniversary date shall be automatically carried over and added to next years Annual Leave.

Section 10.4.1: Employees will be allowed to "cash in" up to eight (8) days of their annual leave. Payment for these annual leave days will be at straight time and shall not count as hours worked for any purpose.

Section 10.5: If an employee is required to work during previously scheduled annual leave because of an emergency, he will be paid overtime for the hours worked in segments no less than one day. The employee will be permitted to reschedule the leave to another date of his choosing, subject to annual leave rules.

Section 10.6: Any employee who is laid off, resigns, or retires shall receive payment for earned annual leave if the employee gives ten (10) working days notice to the Department Head of their resignation and they work at least ten (10) days following such written notice. All earned annual leave shall be paid to an employee's estate upon his/her death. An employee discharged by the County is not eligible for payment of annual leave at the time of such discharge.

ARTICLE 11 PAID LEAVE OF ABSENCE

SECTION 11.1 BEREAVEMENT LEAVE

When a death occurs in the employee's family, the employee shall be entitled to time off with pay in accordance with the following schedule:

5 WORK DAYS	3 WORK DAYS	1 WORK DAY
Parent/Step parent	Sister or Brother	Brother or Sister-in-law
Spouse	Grandparent	Aunt or Uncle
Child/Step child	Grandchild	
Foster child/legal	Son or daughter-in-law	
Guardian	Parent-in-law	
Relative member of Employee's household		

Employees shall be given consecutive work days off starting with the first day following death. The employee may, upon written request, save one of the days granted to attend services when such services are observed at a later date.

Any such leave may be extended up to five work days (without pay) at the discretion of the department head. Notification should be given as soon as possible.

SECTION 11.2: JURY DUTY LEAVE

Section 11.2a: Upon presenting proof to an employee's immediate supervisor of the necessity for the employee to serve jury duty or to attend court for other than personal matters, leave of absence with pay shall be granted to all employees. Any stipend or fee, except for mileage, the employee receives for serving on Jury Duty will be turned over to the County Treasurer.

Section 11.2b: If an employee is selected as a juror, and is in turn dismissed for the day after reporting, that employee must report for the second half of his work shift if scheduled to work days.

Section 11.2c: When an employee is assigned to the second shift on the day he performs jury duty, he is to be excused with pay for second shift assignment on that day.

Section 11.2d: When an employee is scheduled to work the third shift on the day he is to report for jury duty, such employee is to be excused with pay for such third shift assignment.

SECTION 11.3: MILITARY SERVICE LEAVE AND A DRILL

Any employee, who is required to render military service by any branch of the U.S. Armed Forces, National Guard, or State Militia, shall be eligible for leave as defined by Section 242 and 243 of the Military Laws of New York State.

ARTICLE 12 SICK LEAVE

SECTION 12.1 ALLOWANCES AND ELIGIBILITY

Section 12.1.1: Accumulated sick leave may be taken for the employee's personal illness or for medical examination or treatment, which cannot be scheduled outside of working hours. Such leave may also be taken if the employee is quarantined by order of Public Health authorities.

Section 12.1.1a Up to five days of sick leave per year may also be used when employee is required to care for a sick member of the immediate family. For purposes of this section, "immediate family" shall include parents, spouse, children, stepchildren or any family member who resides in the employee's household.

Section 12.1.2: Each full time regular employee, after one (1) complete month of employment, shall earn one and one quarter (1 1/4) days per month of said sick leave for each month in which the employee works or is fully compensated, except employees hired after 1/1/89 shall earn one (1) day per month. Such leave may be accumulated to a maximum of one hundred eighty (180) days for illness and unlimited accumulation for medical insurance upon retirement buy back.

Any employee, who during his employment with the County accumulates more than one hundred eighty (180) days of sick leave and who subsequently drops below (180) days of accumulation, will not lose any days over 180 days of accumulation for purposes of Medical Insurance upon retirement buy back.

Section 12.1.3: It is understood and agreed that an employee will not be required to produce any physician's certification of illness as a condition of payment of sick leave prior to returning to duty except if such employee is absent from work as the result of such illness for a period of three days or more, except when an employee has had 5 incidents of absences in any 12 month period and after having been counseled, documentation may be required before absences are charged to sick leave.

Section 12.1.4: In cases when an employee is absent two or less consecutive work days and exhibits a pattern of excessive absenteeism, a physician's statement may be requested by the Sheriff for any such absence.

Section 12.1.5: In the event the Employer has good reason to believe that an employee is no longer physically able to continue in his regular duties, the Employer may require a full physical examination by a physician elected by the Employer and at the Employer's expense. Should a disagreement arise between the Employer's physician and the employee's physician over the physical fitness of an employee to continue in his job duties, then a third physician, mutually agreed upon and selected by the two physicians, shall make the final determination. The full cost of the service of the third physician shall be borne by the Employer.

Section 12.1.6: It is understood and agreed that under no circumstances will the deduction of sick leave credits be applied to absences of employees brought about as the result of illness or injuries sustained by employees within the scope of employment on or off duty, and that all such absences will be paid in accordance with Article 13.

SECTION 12.2 EXTENDED SICK LEAVE AT HALF PAY

Section 12.2.1: When an employee's accumulated sick leave has been exhausted due to non-service disability or illness, the Employer may, upon request of the employee and with the approval of the County Legislature and Sheriff, grant such extended sick leave at the rate of one half pay for periods of thirty (30) days. Before granting any such request for extended half pay sick leave, the County Legislature may request a doctor's statement and/or physical examination and report by a physician designated by the County.

ARTICLE 13

IN AND NON-SERVICE CONNECTED DISABILITY

SECTION 13.1 SERVICE CONNECTED ILLNESS AND DISABILITY - WORKERS COMPENSATION

Section 13.1.1: All employees covered by this Contract shall continue to receive coverage under Workers' Compensation and where applicable, section 207c.

SECTION 13.2 NON-SERVICE CONNECTED ILLNESSES AND DISABILITY - NYS DISABILITY BENEFITS

Section 13.2.1: The employer will provide New York State Disability benefits for off-the-job injury and sickness to each employee equal to 180 of benefit coverage less the number of sick days available to the employee. For example, if an employee has a non-work related disability and has accrued 90 days of sick leave, the employee would then be entitled to 90 days sick leave and 90 days disability benefits.

Article 13.3

Employees who

- Are ineligible for a benefit under 207c and
- Who have had continuous employment with the County for one (1) year and

- Are unable to perform the duties of their employment because of injuries received in or illness caused by the service of the employer and
- Are awarded Workers' Compensation benefits during any periods that they are unable to work because of such injury or illness

Shall receive a supplemental sum equal to the difference between their net take home salary for regularly scheduled hours and their compensation benefits received during such disability. In no event shall such supplemental pay continue for a period in excess of six (6) months from the first day of initial disability period.

In the case of an absent employee who is eligible for Workers' Compensation coverage, the employee shall be entitled to receive approximately his net take home salary for regularly scheduled hours. The employee shall assign the full amount of his Workers' Compensation weekly, interim or final award to the employer upon receipt, if such amount(s) is not paid directly to the employer as a result of a notice of lien signed by the employer. Such award(s) shall be used to reimburse the employer for salary paid to the employee. The employer reserves the right to collect such reimbursement from any scheduled, lump sum or other Workers' Compensation award(s) to which the employee becomes entitled.

**ARTICLE 14
UNPAID LEAVE OF ABSENCE**

SECTION 14.1 ELIGIBILITY, PURPOSE AND APPLICATION

Section 14.1.1: Employees shall be eligible for leave of absence without pay after their completion of at least one year of employment.

Section 14.1.2: Any request for a leave of absence without pay must be submitted in writing by the employee to the Sheriff stating the reason for the leave of absence and the period of time desired. The Sheriff shall forward such requests together with recommendations to the Legislature. All replies for leave of absence requests shall be in writing and be made within ten (10) workdays of the date of the next regularly scheduled Legislative meeting.

Section 14.1.3: Employees granted a leave of absence without pay shall continue to accrue seniority while on such leave, provided that such leave was not for the purpose of being employed by an employer in private business, except as may otherwise be provided elsewhere in his contract. Upon completion of any authorized leave of absence, such employee shall be returned to the position they held at the time the leave of absence was requested.

**ARTICLE 15
SALARIES, WAGES AND OTHER EMOLUMENTS**

SECTION 15.1 SALARY AND WAGE SCHEDULE

Section 15.1.1: Effective January 1, 2006, the salary schedules for all grades and steps will be increased by 3% and eligible employees will receive an increment.

Section 15.1.2: Effective January 1, 2007, the salary schedules for all grades and steps will be increased by 3% and eligible employees will receive an increment.

Section 15.1.3: Effective January 1, 2008, the salary schedules for all grades and steps will be increased by 3% and eligible employees will receive an increment.

Section 15.1.4: On the first day of January, employees hired prior to July 1 of the previous year shall be eligible to receive an increment unless they are at the top of their grade.

Section 15.1.5: New correction officers hired after the signing date of this agreement who require basic correction officer training, will be paid a training rate which is one dollar per hour less than the starting rate for correction officers. They will move to step one of the salary schedule when they have successfully completed the training or when they complete their probationary period, whichever comes first.

Section 15.1.6: Effective January 1, 2006, the salary for all grades and steps in correction officer titles will be increased by \$.55 per hour. Such increase shall be made first, and then the 3% increase as provided for in Section 15.1.1 shall be applied. After the signing of this Agreement, the Collective Bargaining Unit acknowledges the Employer may authorize qualified employees in the correction officer titles to carry firearms in the performance of their duties. The Collective Bargaining Unit acknowledges that all of the issues existing in PERB Case A 2005-404 (Classification Changes – Class Action MC 05-1473) are resolved, and agrees to discontinue forever the processing of same.

SECTION 15.2 PROMOTION

Section 15.2.1: When an employee is promoted to a position having a higher rate of pay, and the rate of pay of his previous classification is below the minimum rate for the higher classification on the effective date of such promotion, his base rate of pay will be increased to the minimum rate for the higher paying classification. However, should the base rate of pay of the employee's previous classification fall within the pay range of the higher classification, the employee shall be paid his previous base rate plus 5% and slotted on the appropriate step in the higher classification. Future pay increments shall continue to be made on the employee's original anniversary date each year thereafter until the maximum step of that pay range is reached.

SECTION 15.3 DEMOTION

Section 15.3.1: In cases where an employee is demoted from a higher classification to a position in a lower paying classification, the employee shall be paid in accordance with the appropriate step and grade based upon the employee's anniversary date. When such demotion results in placement of employee between pay steps, his/her salary shall be properly adjusted when the employee is eligible for the next earned increment, except that in any event that the employee shall receive a rate of pay equal to that which he/she would be receiving had he/she not been promoted.

SECTION 15.4 PAY DAYS

Section 15.4.1: Employees will be paid on the same day every other week.

Section 15.4.2: Employees will be paid for actual hours worked or leave time used.

Section 15.4.3 Direct Deposit

Each employee must maintain a direct deposit account in which the County will deposit the employee's wages. Payroll checks will be used only in emergency situations and for short durations.

SECTION 15.5 SHIFT DIFFERENTIAL PAY

Section 15.5.1: Employees assigned to the second or third shift will be paid thirty five (35) cents per hour in addition to their regular rate of pay. Such payment shall be included in the employee's regular paycheck as part of his regular pay.

SECTION 15.6 LONGEVITY

All employees with 10, 15, 20, 25 or 30 continuous years of service as of their anniversary date, will have longevity as follows added to their salary:

Years of service	Amount added
10	\$325
15	\$650
20	\$975
25	\$1300
30	\$1625

ARTICLE 16

SPECIAL EMOLUMENTS

SECTION 16.1 TRAVEL

When an employee is authorized to attend an out-of-county conference, meeting, or other activity they shall be entitled to reimbursement for meals without receipt provided the meal cost is not included in any registration fee or other fee paid by the county.

This amount of reimbursement will be based on the amount of time the employee is away from the county as follows:

Qualifier Rate	Employee is away for at least four hours including the hours between	
7 a.m. to 8 a.m.	Breakfast	\$ 5.00
12 noon to 1 p.m.	Lunch	\$ 8.00
6 p.m. to 7 p.m.	Dinner	\$19.00

Employee is away for at least 11 hours including the hours between

7 a.m. and 6 p.m.	Daily	\$32.00
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An employee shall be compensated for authorized mileage traveled in his own vehicle on county business at the rate that is generally made available to county employees.

SECTION 16.2 UNIFORMS AND EQUIPMENT

Section 16.2.1: All uniformed employees shall be provided with the following clothing and equipment:

CORRECTION OFFICER

- 3-short sleeve shirts
- 3-pants (wash & wear)

1-jacket with liner
1-sweater
1-garrison belt

COOKS

3 sets of kitchen whites

PUBLIC SAFETY DISPATCHER

3-short sleeve shirts
3-pants (wash & wear)
1-sweater

Section 16.2.2: All uniformed employees shall be paid annually a clothing maintenance and cleaning allowance of three hundred sixty-five (\$365.00) dollars, to be paid the first pay period in December of each year. Payment shall be prorated from their anniversary date for new employees. Effective January 1, 2006, employees who are out on Workers Compensation OR 207-c benefits for a period in excess of 60 days are not eligible for uniform maintenance and cleaning allowances until they return to duty.

Section 16.2.3: All employees issued firearms will be supplied ammunition for use at firing ranges sufficient to provide for at least one usage each six (6) months.

Section 16.2.4: The Employer will assume the cost of maintaining any and all weapons assigned to employees. The employees will be responsible for the proper care of such weapons.

ARTICLE 17

CLASSIFICATION CHANGES

Section 17.1: It is the intention of the parties that the basic structure of each job title and classification will be adhered to by the department; however, while it is understood that the maintenance of job classification and specifications for such jobs is the function and responsibility of the Employer, under no circumstances may any new job classification be added to the list of job titles within the bargaining unit, or changes be made in the specifications for any existing position, until such changes have been discussed with the Union, including consideration of any proposed new salary or wage structure. Upon consultation with the Union, the Employer may designate the new job classification and rate structure or new or changed specifications for the position; however, should the Union not agree that the salary or wage rates for the position are proper; it shall have the right to process the matter as a grievance under the arbitration procedure of this Contract.

ARTICLE 18

HOSPITALIZATION, MEDICAL AND DENTAL BENEFITS

Section 18.1.1:

The County will provide fully paid medical coverage for full time employees with three (3) years of service hired before March 11, 2004.

Employees hired after March 11, 2004 shall pay ten (10) percent of the premiums cost for health insurance following the initial three (3) year contribution as specified in Section 18.2.

Employees may select medical coverage under one of the WESTERN NEW YORK BLUE CROSS/BLUE SHIELD plans providing, Point of Service (POS) and Preferred Provider Organization (PPO) products.

Employees may select from one of the plans listed.

A. POINT OF SERVICE (POS) – Formally Community Blue HMO (\$10/\$10 office visit)_ Riders for Dependent 25/Student25, Substance Abuse, Mental Health, Skilled Nursing Facility, External Prosthetics and Orthotic, Prescription Rider including Oral Contraceptives \$5/\$15/\$35 Co-payments.

Employees may elect the Advantage Option during the transfer period, which shall be the month of December each year unless a different month is jointly agreed to by the parties of this agreement.

B. PREFERRED PROVIDER ORGANIZATION (PPO) – Formally Blue Choice Select \$15/\$15 Office visit and \$5/\$15/\$35 Drug Rider

The above changes as referenced in Section 18.1.1 shall be implemented upon thirty (30) days advance notice by the Employer.

Section 18.1.2: This section intentionally omitted.

Section 18.1.3: This section intentionally omitted.

Section 18.1.4: Employees may change their health insurance option each year during the month of December, unless another period is jointly agreed upon by the parties.

Section 18.2: Full time employees will be eligible for single coverage until they have completed 26 weeks of employment when they become eligible for family coverage. These employees must pay 15% of the cost of the medical coverage they receive until they have completed three (3) years of service. Employees hired after the signing of this agreement will have their 15% contribution reduced to ten percent (10%) after they have completed 3 years of service.

Section 18.3: It shall be the employee's responsibility to initiate membership in the plan in the Personnel Office. For the employee beginning County service on or after January 1, 1981, the Blue Shield plan currently in existence will not be offered if the employee is covered by another comparable plan.

The County may, upon five (5) days notice to the union, require all employees who are receiving health insurance coverage to complete a health insurance questionnaire. Employees may also be required to complete this questionnaire whenever there is a change in the employee's family status.

Section 18. 5: With respect to retirees, the County will provide the following benefit:

A.) Retirees may select a Medicare sponsored HMO product (example: Preferred Care Gold) and continue to have the County make the payments until benefit time is exhausted. The County will be

responsible for amounts up to and including the amount equal to the premium for a single policy paid for an employee in the Orleans County Employee Plan on a prorated basis until benefit time is exhausted.

In the alternative, retirees 65 or older may opt out of the Orleans County plan altogether, choosing instead to receive payment for health insurance of their own choosing. The employee would receive an amount equal to the premium for a single policy paid for an employee in the Orleans County Employee Plan on a prorated basis until benefit time is exhausted. Benefit time is defined below in Section (C). These funds can be used to purchase a Medicare sponsored Senior product as well as enhancements to drug coverage or other product the retiree chooses.

If the County is using multiple carriers at the time, retirees with remaining benefit time will be eligible for the amount equal to the average price of single policy premiums offered by the County.

Exceptions:

i.) If a retiree turns 65 and has a spouse (only) remaining eligible for the Orleans County plan (under 65), who is not yet Medicare eligible, then the spouse would be eligible to remain in the Orleans County plan until age 65 and the employee would migrate to a Medicare sponsored HMO plan provided they don't opt out as described above.

When the eligible spouse reaches age 65, the retiree (provided they have remaining benefit time) will be allowed to choose to either switch the spouse to a Medicare sponsored HMO product or opt out of the plan altogether as described in Section 1. Again, the County will only be responsible for amounts up to and including the amount equal to the premium for a single policy paid for an employee in the Orleans County Employee Plan on a prorated basis until benefit time is exhausted.

If a retiree with remaining benefit time has an eligible spouse that turns 65 before the retiree, the retiree would remain in the Orleans County Employee plan until age 65 (or exhaustion of benefit time) and the County will provide coverage for the eligible spouse under a Medicare sponsored HMO plan. The County will only be responsible for coverage on the spouse for amounts up to and including the amount equal to the premium for a Medicare sponsored Senior HMO product without enhancement (example: Preferred Care Gold).

ii.) If a retiree turns 65 and has a spouse and dependent children remaining eligible for the Orleans County plan (under 65), who are not yet Medicare eligible, then the retiree and dependent children would remain on family coverage for the duration of the time that the employee remains eligible to receive benefit time.

Once per year the County will sponsor an informational session for employees nearing retirement and eligible retirees to explore Medicare sponsored HMO options. The County will approach vendors from various carriers providing offerings in the County. The employees and retirees will have sole responsibility to make the choice of what vendor they eventually use.

B.) Retirees that are under 65 can choose to opt out of the County Plan as well. Retirees choosing this option will be eligible to receive a cash amount equal to the premium for a single policy

paid for an employee in the Orleans County Employee Plan on a prorated basis until benefit time is exhausted. However, sick bank benefit time will be figured at 8 days per month under this option.

C.) Benefit time for medical coverage is calculated in the following fashion. Employees of the County who have completed ten (10) years of continuous service and who are fifty-five (55) years of age or older immediately preceding date of retirement will receive one (1) month of fully-paid medical coverage for every four (4) days of accumulated sick leave, which is in the employee's sick leave bank upon retirement, except those retirees selecting the option set forth in Section (B). The Medical Plan offered to County paid medical eligible retirees who retire will be the same as the plan in which the retiree was enrolled while an employee pursuant to 18.1.1. Retirees who are over age 65 and Medicare eligible, shall be entitled to the same plan coverage that they were enrolled in at the time of retirement to the extent allowed by the plan. If both spouses are employed by the County, both sick leave banks shall be utilized for the purpose of providing health insurance coverage as specified within. The spouse with the lesser sick leave bank amount shall be credited at the rate of fifty (50) percent for all of their sick leave accruals.

Section 18.6: Employees who are not eligible for County paid medical insurance coverage may participate, through payroll deduction, in the County health insurance plan at the employees' own expense.

Section 18.7: The County agrees to continue an Internal Revenue Service Section 125 Plan, also known as a Flexible Spending Account.

Section 18.8: This section intentionally omitted.

Section 18.9: In lieu of dental coverage, the county shall remit \$3.67 per month, per member to the Local Union in December of each year.

SECTION 18.10 : TERMINATION COVERAGE

Section 18.10.1: All health insurance coverage provided by the Employer will terminate upon the absence from the active payroll for thirty (30) days or more for any reason other than an absence because of illness or other disability, except as may otherwise be provided by this Contract. In any case of illness or disability not incurred as an in-service disability, coverage will be continued for up to the maximum period of extended sick leave or for sick leaves of absence.

ARTICLE 19 RETIREMENT PLAN

Section 19.1: All employees in the bargaining unit and all new employees, shall continue to be eligible for coverage under the provisions of Section 75 (i) or 89 (a) of the New York State Social Security and Retirement Law, (employee may be limited to a particular plan because of job title or duties) and subdivision J & K of Section 41, subdivision (g) of Section 43 or the Social Security Law of New York State, and subdivision 4 of Section 243 of the Military Law, the full cost of which shall be borne by the Employer or as may be required by statute.

Section 19.2: The County of Orleans will undertake the measures required to implement an early service retirement plan to be effective January 1, 1991. The plan must allow correction officers with 25 years of creditable service to retire without regard to age. Eligible employees must make an irrevocable election to participate prior to December 31, 1991. The early retirement benefit under this plan shall be a pension equal to one fiftieth of final average salary times the years of credited service, not to exceed one half final average salaries.

SECTION 19.3 REOPENER

Section 19.3: Both parties agree that in the event that a 25-year half-pay retirement plan or similar retirement plan is enacted for employees in the title of Civilian Dispatcher, Public Safety Dispatcher, or similar title, the parties shall reopen negotiations on the issue.

ARTICLE 20

LIFE INSURANCE AND DEATH BENEFIT

SECTION 20.1 COVERAGE

Section 20.1.1: Life insurance coverage will be in accordance with retirement system provisions and in compliance with State and Federal Laws.

ARTICLE 21

INDEMNIFICATION

SECTION 21.1 DEFENSES AND INDEMNIFICATION

Section 21.1.1 Defense: The County shall pay reasonable and necessary attorney's fees, disbursements and litigation expenses prevailing in the local legal community incurred by the employee in his defense in a criminal proceeding in a state or federal court arising out of any act or omission that has occurred, or allegedly occurred, while the employee was acting, or in good faith, purporting to act, within the scope of his public employment. The employee in such instances shall be entitled to private counsel of his own choice, except that the County Attorney may require that appropriate groups of employees be represented by the same private counsel. This duty to pay for a defense in a criminal proceeding shall arise only upon the complete acquittal of the employee or the dismissal of all criminal charges against the employee. The attorney shall submit attorney's fees, disbursements and litigation expenses within sixty (60) days after acquittal or dismissal to the County Attorney in the manner and form required by him and shall be reviewed and approved by him prior to payment.

Section 21.1.2: The County shall provide for a defense of an employee in any civil action in any state or federal court or administrative agency arising out of any act or omission that occurred, or allegedly occurred, while the employee was acting, or in good faith purporting to act, within the scope of his public employment. This duty to provide for a defense shall not rise if such civil action or proceeding is brought by or on behalf of the County.

The employee shall be entitled to be represented by private counsel when the County Attorney determines, or when a Court of competent jurisdiction determines, that a conflict of interest exists. Reasonable and necessary attorney's fees, disbursements and expenses prevailing in the local legal community, shall be submitted properly each month in a manner and form required by the County

Attorney and shall be paid every thirty (30) days during the pendency of the action. The County Attorney may require that appropriate groups of such employees be represented by the same counsel.

Section 21.1.3: Disputes under this Article concerning whether the employee was acting, or in good faith purporting to act, within the scope of his public employment shall be resolved by a Court of competent jurisdiction.

SECTION 21.2 INDEMNIFICATIONS

Section 21.2.1: The County of Orleans shall indemnify and save harmless an employee in the amount of any judgment obtained against the employee in any state or federal court or administrative agency or in the amount of any settlement of a claim, provided that he act or omission from which such judgment or settlement arose, occurred while the employee was acting, or in good faith, purporting to act, within the scope of his employment. Any employee represented by private counsel shall cause to be submitted to the County Attorney for his approval, and the approval of the County Legislature, any proposed settlement, which is subject to indemnification by the County. Such approval shall not be unreasonably withheld.

SECTION 21.3 ACCOUNTABILITY

Section 21.3.1: The duty to defend or indemnify and save harmless shall be conditioned upon delivery to the County Attorney of the original or a copy of any notice of claim, summons, complaint, process, notice, demand or pleading within five (5) business days after the employee is served with such document and the full cooperation of the employee in the defense of such action or proceeding. The County Attorney's office shall, upon delivery of the aforementioned document, and upon the request of the employee, issue a receipt to the employee. In addition, the employee shall deliver a copy of such documents to the Sheriff's office when the documents are delivered to the County Attorney.

Section 21.3.2: An employee involved in any incident may be the subject of litigation must cooperate with the County Attorney's office in all respects. Such employee must respond properly to letters and must appear for interviews, hearings and examinations as requested by the County Attorney's office or its retained counsel.

Section 21.3.3: If such employee fails to cooperate without a justifiable excuse, the County shall be relieved of its obligation to defend and indemnify such employees.

Section 21.3.4: In the event that such employee is being represented by private council, any such contact with the employee must be made through such private counsel.

Section 21.3.5: Upon receipt of any notice of claim and/ or summons and complaint naming the employee as party, the County shall, within (5) business days advise the employee of the existence such documents and provide copies to the employee upon request.

ARTICLE 22 GENERAL PROVISIONS

SECTION 22.1 NONDISCRIMINATION

Section 22.1.1: The Employer understands that the provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination as to their age, sex, marital status, race, color, creed, national origin, or political affiliation.

SECTION 22.2 POLITICAL ACTIVITY

Section 22.2.1: Employees covered by this Contract shall have every right to be delegates or representatives of any political party or movement and to take active part in the affairs of such political party or movement, including the nomination or election of candidates for public office, which shall not preclude their own candidacy with the exception of the office of Sheriff, except when there is no incumbent Sheriff, or as prohibited by law.

SECTION 22.3 PARTIALLY DISABLED EMPLOYEES

Section 22.3.1: The Employer agrees to make every effort to place permanently partially disabled employees who have become so as the result of non-service connected illness' on work assignments which they are able to perform in the judgment of the Sheriff.

SECTION 22.4 FACILITY MAINTENANCE

Section 22.4.1: It shall be the responsibility of the Employer to provide for the proper cleaning and maintenance of all employees' facilities.

SECTION 22.5 PERSONAL DAMAGES

Section 22.5.1: The Employer agrees to replace any article of personal property of an employee that is damaged or destroyed, limited clothing, eye glasses, dentures and time pieces which happened as a result of an incident directly related to such employee's carrying out the duties of his job.

SECTION 22.6 PART TIME WORK

Section 22.6.1: The Employer agrees that no employees will be restricted from maintaining part time employment with any other employer whether or not such work is related to police work, except as may be prohibited by State Law and as is provided for under the rules and regulations of the Sheriff.

SECTION 22.7 RULES AND REGULATIONS

Section 22.7.1: It is understood and agreed that within ninety (90) calendar days of the implementation date of this contract, the joint labor/management committee shall meet to review and discuss the modification of any of the rules and regulations currently in effect and the implementation of new rules and regulations. All employees shall comply with any existing rules and regulations that are not in conflict with this contract. Any dispute over whether or not any such rule or regulation is reasonable or in conflict with this Agreement shall be subject to the grievance and arbitration procedure.

SECTION 22.8 POLYGRAPH TESTS

Section 22.8.1: It is understood and agreed that no employee will be required by the Employer to take a polygraph test.

SECTION 22.9 STAFFING

Section 22.9.1: The dispatch room shall be manned by properly trained members of the bargaining unit.

Section 23.10 DRUG TESTING

I. Purpose

The purpose of this directive is to establish a written procedure for conducting drug tests within the Orleans County Sheriff's Department, Council 82, bargaining unit of an employee when there is reasonable suspicion that such employee is under the influence of or using illegal controlled substances. An employee will be tested only when reasonable suspicion exists that such test would yield a positive result for the presence of illegal controlled substances of their metabolites.

II. Policy Statement

The use of illegal controlled substances by an employee, regardless of the position held, adversely affects the accomplishment of the County's ability to safely confine and supervise inmates, impairs the efficiency of the workforce, endangers the lives and security of employees and inmates and undermines the public trust and is, therefore, prohibited. In order to identify possible illegal controlled substance usage, and to curtail the introduction of illegal controlled substances into Department facilities, procedures to test for the use of illegal controlled substances shall be established. The Department, however, will not engage in random drug testing of its employees.

The Department, as part of its concern for its employees, recognizes that the use of illegal controlled substances causes problems, which may have a far reaching negative effect on the security of the facility and on the health, well-being and productivity of the workforce. It was with problems such as these in mind that the County established its Employee Assistance Program. The County fully supports the Employee Assistance Program and encourages employees who are using illegal controlled substances to seek the confidential services of the Employee Assistance Program at their workplace.

Information concerning the use of illegal controlled substances revealed to EAP representatives by an employee cannot be used against the employee for any purpose.

III. Application

A. An employee of the Department may be ordered to submit to testing to determine the presence of illegal controlled substances. An employee of the Department, who refuses to submit to testing, may be subject to suspension and disciplinary charges.

B. In determining whether to order a test in a particular case, the Department must balance an employee's reasonable expectations of privacy from unreasonable intrusions against the Department's interest in assuring the integrity and fitness of its employees and the security of its facilities.

C. The order must be justified by a reasonable suspicion that the employee has reported for duty under influence of illegal controlled substances or is engaging in the use, distribution, or sale of illegal controlled substances either on or off duty.

D. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.

E. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

F. Reasonable suspicion may be based upon, among other matters: observable phenomena, such as direct observation of use and/or the physical symptoms of using or being under the influence of illegal controlled substances such as, but not limited to; slurred speech; disorientation; a pattern of abnormal conduct or erratic behavior; or information provided either by reliable and credible sources or which is independently corroborated.

G. The Department will not test solely on the information of inmates or anonymous sources unless the information is corroborated by reliable and credible sources or objective evidence.

H. It is intended that, where a decision is made to test, the employee will be given a direct order to submit to the test.

I. If an employee has requested EAP assistance for his/her abuse of an illegal controlled substance prior to any incident leading independently to the determination of the existence of reasonable suspicion of use of an illegal controlled substance, or the employee's arrest for use, possession or distribution of an illegal controlled substance, and such employee is following the EAP program, that employee will not be subject to drug testing under this policy for such prior use, but this policy will apply with full force to any subsequent incident where reasonable suspicion is found.

IV. Procedure

A. Whenever a supervisor reasonably suspects, based on his or her own observations, that an employee has reported for duty in an impaired condition due to the use of an illegal controlled substance or the abuse of prescription drugs, such information should immediately be communicated to the Sheriff or his designee. Such communication should be made as confidentially as reasonably possible.

B. The Sheriff or the Undersheriff will assign a supervisor to act as an investigator to conduct an investigation of the allegation. The purpose of the investigation is to determine if the available facts objectively indicate that reasonable suspicion exists to pursue the inquiry. If the allegation is based on someone's observation of the suspected employee, the investigator must personally observe the suspected employee. If there is any reason to believe the suspected employee is trafficking illegal controlled substances, the fact shall be immediately communicated to the Sheriff. The investigation should be conducted with a degree of discretion that will insure, as much as possible, the dignity and privacy of the employee.

C. When the Sheriff or Undersheriff believes the available facts objectively indicate that reasonable suspicion exists that the test of the employee would yield a positive result for the presence of an illegal controlled substance, or its metabolites, documentation of such facts shall be maintained. The investigator shall be instructed to complete Sections I and II of Request for Drug Testing of Employee (Attachment A). In completing Section II, the investigator shall exercise care and accurately document the objective facts contributing to and forming the basis for the reasonable suspicion. These facts must include a description of the employee's appearance and demeanor, the observations of witnesses, and the nature and source of the information.

Where the employer's source of information constituting reasonable suspicion that a chemical test for a particular employee would likely yield a positive result, consists in whole or in part of observations made by a confidential informant, (confidential informant meaning a full time employee or agent of a governmental law enforcement agency, in such a circumstances, the source of that part of the information shall be deemed to be sufficiently identified by recording the name and location of the government law enforcement agency involved without disclosing the name of the confidential informant.

In disciplinary proceedings based on refusal to submit to drug testing or upon testing positive for use, the Department can not be compelled to reveal the name of any "confidential informant" nor can evidence of the contents of the report of such "confidential informant" be suppressed because of the Department's refusal to reveal the name of such "confidential informant."

D. The Sheriff or Undersheriff shall communicate all such information to the County Attorney or his designee for a determination that facts required to establish reasonable suspicion are present and have been properly documented. The attorney's determination shall be required on the appropriate form.

E. If the attorney determines that reasonable suspicion does not exist to order testing, no testing shall occur and no documentation of the request may be kept in the employee's personnel records and evidence of the incident may never be used against any employee in any subsequent disciplinary proceeding or for any other purpose. When an attorney finds that reasonable suspicion exists, the attorney's name shall be included in the documentation, and the testing procedures below shall be followed.

F. An employee of the Department ordered to submit to testing shall be advised that he or she has a right to consult with counsel or a union representative, and, the employee shall be afforded an opportunity, if he or she requests, to consult with counsel or a union representative provided that counsel or union representative responds without undue delay. Reasonable efforts to assist the employee in contacting a union representative, or counsel, of the employee desires, shall be made.

G. The employee shall also be given a verbal explanation, in the presence of counsel or a union representative if requested, of the factual basis of the reasonable suspicion including a description of the conduct leading to the formation of a reasonable suspicion, the employee's acts, the relevant dates, places and times thereof and source of information (see limitation on disclosure of confidential informant in "C" above). The Sheriff or Undersheriff shall either read the summary of objective facts to the employee as recorded on the appropriate form by the attorney or reiterate the objective facts to the employee as verbally communicated by the attorney pursuant to paragraph D.

H. The Sheriff or his designee shall order the employee to proceed to a private area escorted by a supervisor. Where reasonably practical, the supervisor shall be of the same gender as the person to be tested. An investigator may also serve as the escort officer. Where reasonably practical, the investigator shall be of the same gender as the person to be tested. The escorting officer shall bring the appropriate form authorizing such testing to the Sheriff or his designee. Specimen collection shall occur in a private setting free of any substances, which may be used to contaminate the specimen. The escorting officer will provide the employee to be tested with a container to be used to collect the samples. Visual observation of urination will not be required or permitted except in emergencies where no other means

are possible to insure the integrity of the sample. When visual observation is permitted, the observer will be of the same gender as the employee. If the employee is unable to provide a specimen when requested, he/she will be given a reasonable time period considering all relevant circumstances to provide the sample. The employee shall be paid for all of his or her time including overtime where applicable. The specimen will be provided by the employee being tested and the filled container will be immediately given to the escorting officer who will examine the sample to determine that it is the appropriate color, clarity, temperature and volume. The specimen will be immediately sealed and tagged in three separate containers, two of which the Department will maintain in custody and the third will be delivered to the employee. The Department will maintain secure custody of the two specimen containers in such a way so that they can be later tested for the presence of illegal controlled substances. Chain of custody documentation for each specimen shall be maintained from receipt to destruction. The employee and his counsel or union representative shall be permitted to be present to observe the sealing and tagging of the specimen containers.

I. Care should be taken in all cases to insure the privacy of the employee is considered and that every reasonable effort is made to respect the dignity of the employee. A supervisor in all cases shall insure the integrity of the testing procedures including placement of the specimen in the containers and the surrender and transfer of the specimen.

J. Throughout all aspects of these procedures, including transportation and the actual obtaining of the sample, every reasonable effort must be made to insure the dignity and privacy of the employee. All reasonable efforts shall be made to avoid public attention, and these procedures shall be carried out as discreetly as reasonably possible.

K. The first specimen container will undergo a laboratory testing by gas chromatography with mass spectrometry or an equivalent scientifically accepted method that provides quantitative data about the detected drug or drug metabolites. Only a laboratory licensed pursuant to section five hundred seventy-five of the Public Health Law shall be used to analyze and report on samples. Any positive result of said test will be retested for verification by a confirming test conducted by the laboratory testing the first sample. The confirming test will also be gas chromatography with mass spectrometry or an equivalent scientifically accepted method. If the results of the confirming test of the original specimen are positive, the employee will have the right, within ten (10) working days of the employee's notification in writing of the results of the confirming test, to have the second specimen tested by a licensed laboratory of his or her choice for testing by gas chromatography, with mass spectrometry or an equivalent scientifically accepted method at state expense. A copy of the lab report of such test will be provided to the employee.

L. If the test of the second specimen is confirmed positive, (or if the employee does not exercise his right to have the second specimen tested where the confirming test of the first sample has been positive) the employee will be notified and will be given the opportunity to present evidence and/or information that the positive test resulted from prescribed or over the counter drugs or that special circumstances may have affected the test results. The employee will be required to sign a release of information in the event that a physician must be contacted for clarification or verification.

M. If the results of either of the two confirming tests are negative, the request for testing, the finding of reasonable suspicion, as well as results of said test will not be kept and Article IV E will apply. If

both confirming tests are positive, or if the first confirming test is positive and the employee waives his right to request a second confirming test, the employee may be suspended by the Sheriff pending disciplinary charges, provided such suspension is appropriate under the applicable collectively negotiated agreement, ad law, rule or regulation.

V. General Provisions

A. An employee's refusal to submit to ordered testing or his or her refusal to cooperate in all aspects of the testing procedures shall be communicated to the Sheriff and may subject the employee to suspension and severe disciplinary charges, as appropriate, under the applicable collectively negotiated agreement, and law, rule or regulation.

B. At the conclusion of the testing procedures, the employee may be suspended if the facts independent of the test results justify the actions and constitute a basis under the applicable collective bargaining agreement or law. In a case where an employee is judged to impaired to continue work, he or she is to be assisted with making arrangements for transport home. The employee is also to be strongly encouraged not to drive. If the employee insists on driving, the facility director or other appropriate authority should be immediately notified.

C. When written reports of laboratory tests are received by the Sheriff, a copy shall be forwarded to the employee who was tested and an additional copy forwarded to the County Attorney.

D. Each test ordered under this policy shall be reviewed by the County Attorney's Office to insure compliance with all applicable procedures.

E. Where any provision of this policy is determined to be in conflict with the applicable collective bargaining agreement or law, statute, rule or regulation, including Civil Service Law Section 72 and Section 75, said collective bargaining agreement, law statute, rule or regulation will control. It is not the intent of this policy to abridge any rights an employee may have under applicable collective bargaining agreements, laws, statutes, or rules or regulations.

F. If, as a result of the investigation, just cause for discipline, as defined in the applicable collective bargaining agreement is established, discipline shall be imposed with regard to the circumstances of each case. Time in service and prior offenses or lack thereof may be considered in determining appropriate penalties.

G. Records concerning positive tests will be maintained confidentially in the personnel files.

H. An employee who claims to have been tested under this policy without reasonable suspicion can assert such claim as a defense in any disciplinary proceeding brought against him/her. Nothing in this policy shall be construed to deprive an employee of any other appropriate defenses or arguments in a disciplinary arbitration.

ATTACHMENT "A"

Request for Alcohol or Drug Testing Of Employee

Date: _____ Facility: _____

SECTION I
Subject of Investigation

NAME: _____ TITLE: _____

SHIELD/ID# _____

TYPE OF TEST REQUIRED: ALCOHOL [] DRUG []

SOURCE OF INFORMATION

CORROBORATION

WITNESS _____

INVESTIGATOR'S OBSERVATION AND BASIS FOR REQUEST

HAS EMPLOYEE TAKEN ANY MEDICATION IN THE PAST FOUR WEEKS

YES [] NO []

IF YES, LIST MEDICATIONS, QUANTITY AND LAST DATE TAKEN?

NAME OF INVESTIGATOR _____ TITLE _____

SIGNATURE _____

SECTION II

Authorization

ATTORNEY CONTACTED: _____

ATTORNEY'S DETERMINATION: TEST [] DO NOT TEST []

NAME OF ESCORT ACCOMPANYING SUBJECT: NAME: _____

TITLE: _____ SIGNATURE _____

SECTION III
Chain of Custody

STARTING WITH STAFF OBTAINING SPECIMEN. ATTACH ADDITIONAL PAGES, IF NEEDED.

FROM: _____ TO: _____

DATE: _____ TIME: _____

FROM: _____ TO: _____

DATE: _____ TIME: _____

FROM: _____ TO: _____

DATE: _____ TIME: _____

FROM: _____ TO: _____

DATE: _____ TIME: _____

SECTION IV
Results of Test

LABORATORY TESTS WERE: POSITIVE [] NEGATIVE []

SUBSTANCE DETECTED WAS:

COPY OF LABORATORY REPORT FORWARDED TO EMPLOYEE ON: _____

COPY OF LABORATORY REPORT WAS ATTACHED AND FORWARDED TO LABOR RELATIONS AND THE SUPERINTENDENT ON: _____

NAME: _____ TITLE: _____

SIGNATURE: _____

**ARTICLE 23
STRIKES AND LOCKOUTS**

SECTION 23.1 NO STRIKE, NO LOCKOUT

Section 23.1.1: It is mutually agreed by the parties that during the term of this Agreement there will be no strikes of any kind sanctioned or caused by the Union, or lockouts of any kind instituted by the Employer.

**ARTICLE 24
VENDING MACHINES**

Section 24.1: The local union is entitled to any proceeds derived from vending machines located in secure areas of the jail. Vending machines located in other areas of the Jail or Sheriff's Department shall be the responsibility of the County's E.A.P. Committee, and the E.A.P. Committee will receive their proceeds.

**ARTICLE 25
TOTAL AGREEMENT**

Section 25.1: The foregoing Agreement between the parties shall supersede any and all previous personnel rules, regulations, local laws, or resolutions that are in conflict with this Agreement. Amendments mutually agreed upon by the parties in writing and signed by the appropriate authorized representatives of the Employer, Council 82, and local Union, and which is annexed hereto and designated as an amendment to this Agreement, shall supersede or vary the provisions of this Agreement.

**ARTICLE 26
SAVINGS CLAUSE**

Section 26.1: Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the Court shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree to immediately commence negotiations for a substitute to the invalidated Article, Section or portion thereof.

**ARTICLE 27
STATUTORY PROVISION**

Section 27.1: It is understood by and between the parties that any provision of this Contract requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE 28
DURATION**

Section 28.1: This agreement shall be effective as of the first day of January 2006 and remain in full force and effect until the 31st day of December 2008.

APPENDIX A

The following is a list of titles covered by Article 1.1 entitled "Recognition":

Cook
 Civil Clerk
 Correction Officer
 Public Safety Dispatcher
 Senior Civil Clerk
 Lieutenant-Corrections
 Communications Coordinator
 Corrections Sergeant

Salary Schedule

OCSEA 2006 Salary Schedule (Effective January 1, 2006)						
Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1 Cook	12.14	12.74	13.34	13.91	14.51	15.08
2 Civil Clerk	12.14	12.74	13.34	13.91	14.51	15.08
3 Senior Civil Clerk	12.64	13.25	13.86	14.47	15.09	15.68
4 Public Safety Dispatcher	15.63	16.20	16.75	17.29	17.85	18.40
5 Correction Officer	15.77	16.32	16.86	17.39	17.93	18.46
6 Correction Sergeant	16.35	16.93	17.48	18.05	18.60	19.16
7 Correction Lieutenant	16.96	17.58	18.14	18.73	19.31	19.89
8 Communication Coordinator	16.39	17.01	17.57	18.15	18.74	19.31

OCSEA 2007 Salary Schedule (Effective January 1, 2007)						
Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1 Cook	12.51	13.12	13.74	14.32	14.95	15.53
2 Civil Clerk	12.51	13.12	13.74	14.32	14.95	15.53
3 Senior Civil Clerk	13.02	13.64	14.28	14.91	15.54	16.15
4 Public Safety Dispatcher	16.09	16.69	17.25	17.81	18.39	18.95
5 Correction Officer	16.24	16.80	17.37	17.91	18.47	19.01
6 Correction Sergeant	16.84	17.44	18.00	18.59	19.16	19.73
7 Correction Lieutenant	17.47	18.11	18.68	19.29	19.89	20.49
8 Communication Coordinator	16.88	17.52	18.10	18.69	19.30	19.89

OCSEA 2008 Salary Schedule (Effective January 1, 2008)						
Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1 Cook	12.88	13.52	14.15	14.75	15.40	16.00
2 Civil Clerk	12.88	13.52	14.15	14.75	15.40	16.00
3 Senior Civil Clerk	13.41	14.05	14.71	15.35	16.01	16.63
4 Public Safety Dispatcher	16.58	17.19	17.77	18.35	18.94	19.52
5 Correction Officer	16.73	17.31	17.89	18.45	19.02	19.58
6 Correction Sergeant	17.34	17.96	18.54	19.14	19.73	20.32
7 Correction Lieutenant	18.00	18.65	19.24	19.87	20.49	21.10
8 Communication Coordinator	17.39	18.04	18.64	19.25	19.88	20.49

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of
March 2006.

COUNTY OF ORLEANS

by _____
George R. Bower, Orleans County Legislature

by _____
Scott Hess, Orleans County Sheriff

by _____
Charles H. Nesbitt, Jr., Chief Administrative
Officer

COUNCIL 82 LAW ENFORCEMENT
OFFICERS UNION
ORLEANS COUNTY SHERIFF'S
DEPARTMENT, LOCAL 2966 OCSEA

By _____
Charles Dingman Jr., President Local 2966

by _____
Richard Stevens, Council 82 Representative

