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8789

CONTRACT

between

THE COUNTY OF WAYNE, NEW YORK

and

WAYNE COUNTY

SHERIFF'S POLICE OFFICERS' ASSOCIATION

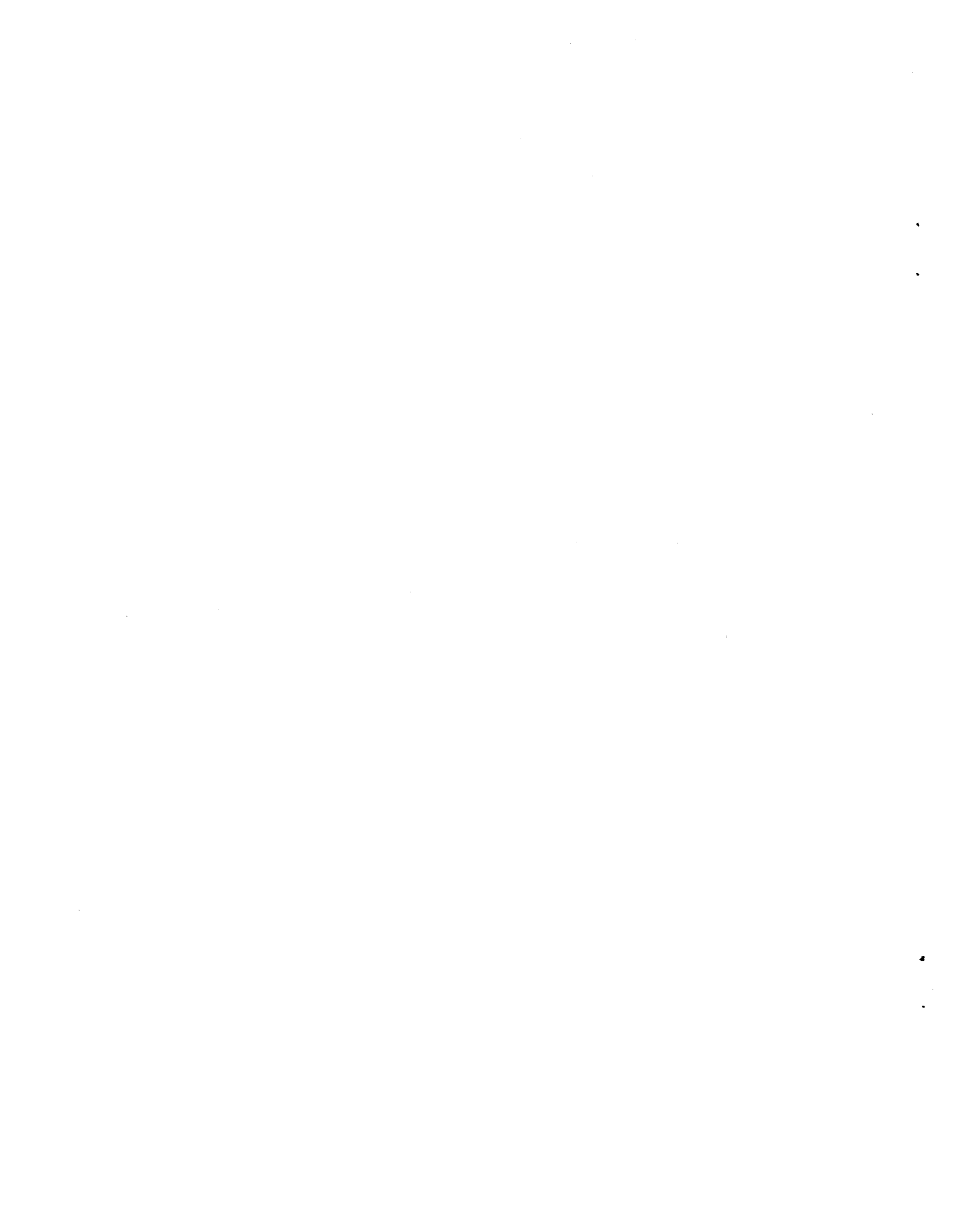
January 1, 2004 - December 31, 2007

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

46



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ARTICLE 1. RECOGNITION

Section 1. Bargaining Association

The County hereby recognizes the Association as the sole and exclusive negotiating agent for all full time, non-temporary and non-seasonal employees holding any of the following titles: Sergeant/Investigator, Sergeant, Deputy Sheriff Investigator or Deputy Sheriff in any of the following divisions of the Office of the Wayne County Sheriff: Detective, Juvenile, Civil or Road Patrol.

In addition to the above exclusions, each new position or job title created by the County during the term of this Agreement which by the job description reports to the Board of Supervisors or is otherwise determined to be confidential or managerial shall be excluded from the Association.

Section 2.

The Association expressly agrees, as a condition of the recognition contained in this Article, not to engage in a strike, slow down or other work stoppage, not to instigate, encourage or condone the same.

Section 3.

The County and the Association agree not to discriminate against employees on the basis of sex, age, race, color, national origin, religion and handicapped status in employment, the provision of service or membership.

Section 4.

The recognition granted herein shall be for the maximum period permitted by law.

Section 5.

As used herein, the singular pronoun, also includes the plural and masculine pronoun also pertains to females.

ARTICLE 2. ASSOCIATION SECURITY

Section 1. Payroll Deductions

The County shall deduct from the wages of employees within the bargaining Association regular membership dues, and other authorized deductions, such as premiums for Association

Insurance policies, for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deduction(s).

The County shall remit such moneys deducted each payroll period to the Association Treasurer. The Association hereby agrees to hold the County harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this article.

Section 1(A). Agency Shop

The Wayne County Sheriff's Police Officers Association having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this agreement shall have deductions made from the wage or salary of employees of said bargaining unit, who are not members of the Association, the amount equivalent to the dues levied by the Association. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to the Association.

Section 2. Discrimination

Membership in the Association shall be voluntary, and the County agrees that there shall be no discrimination, interference, restraint or coercion by the County, or any of its agents against any employee because of his membership in the Association or because of any lawful activities on behalf of the Association.

Section 3. Association Business

The Association may designate one or more members to attend conferences, meetings and other functions of a state-wide organization in which WCSPOA is a member. During the term hereof there shall be allowed to the Association a total of twelve (12) days leave with pay per year to be shared by the membership. The President of the Association shall file written notice to the Sheriff ten days prior to the day upon which such leave is to begin and shall specify the name(s) of the member(s) designated, date(s) requested and location of the function to be attended.

Section 4. Bulletin Boards

The Association shall have the right to post notices or other communication on existing County bulletin boards within the Department of its members. The Association, however, agrees that any item to be posted which is outside the realm of the business of the Association shall be approved by the Chairman of the Board of Supervisors in advance.

Section 5. Field Representative

The Association field representative may, for the purposes of administering this agreement meet with individual members on the job, providing that no inordinate interruption of work is caused by such meeting.

Section 6. Negotiating Committee

The Association may designate five (5) members to serve as a negotiating committee and such County employees shall be paid their regular salary for attending contract negotiation sessions in the event that such sessions occur during normal working hours. Members of the negotiating committee shall be allowed two (2) hours time off with pay to attend one pre-negotiating meeting with their negotiator in the event that said meeting occurs during normal working hours.

Section 7.

On the effective date of this Agreement, the Employer shall supply to the President of the Association, a list of all employees in the bargaining unit showing the employees full name, social security number, item number, job title, work location, membership status, insurance deduction and first date of employment. Such information shall hereafter be provided to the President of the Association on a quarterly basis.

The employer shall supply to the President of the Association, on a monthly basis the name, item number and work location and date of hire of all new employees.

Section 8. Copies of Agreement

The County shall reproduce copies of this agreement in a form mutually agreeable to the parties. The County shall provide each member of the unit with a copy of the Agreement. The President of the Unit will be provided with fifteen (15) extra copies. Any additional copies requested shall be provided by the County at a cost of \$2.50 per copy.

Section 9.

Officers and representatives shall be allowed to act as representatives in the handling of grievances and to perform other Association duties. Reasonable time shall be allowed without loss of pay subject however to the operating efficiencies of the department and directions of the Supervisory personnel.

Section 10. Payroll Savings Plan

The County shall provide a system for a payroll deposit plan with Rochester Community Savings Bank, Lyons National Bank and the Wayne County Teachers' Federal Credit Union for members of the bargaining unit.

It is the County's intent to increase the number of financial institutions available to employees for automatic payroll deposit and transfer. The County reserves the right to enter into an agreement with a "lead bank" to perform payroll transfers to other financial institutions. Participation in an automatic payroll deposit and transfer plan shall be voluntary and at no cost to the employee.

ARTICLE 3. MANAGEMENT RIGHTS

Section 1.

The County retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, process and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for just cause, to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by Law.

Section 2.

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

ARTICLE 4. ANNUAL LEAVE

Section 1.

(a) Employees who have less than six (6) months of service on or after the effective date of this contract shall, upon completion of thirteen (13) bi-weekly pay periods of service, be credited with sixty annual leave hours. Thereafter, each such employee shall earn and accumulate leave credit at the rate of four hours per bi-weekly pay period and be credited with eight additional leave hours on January 1st of each year for a maximum annual total of one hundred twelve (112) leave hours. An employee shall not earn annual leave for any bi-weekly pay period unless he/she is in full pay status for at least forty (40) work hours during such bi-weekly pay period.

(b) Upon completion of the following full years of continuous service, an employee will be credited on the employee's anniversary date of employment with the County, with additional annual leave in accordance with the following schedule:

<u>Completed years of Continuous Service</u>	<u>Additional Annual Leave Credit</u>
5 years	40 hours
10 years	80 hours

(c) A leave of absence, military leave without pay or a resignation followed by a return to work, reinstatement or reemployment in County service within one year following such leave or resignation shall not constitute an interruption of continuous service for the purposes of subdivision (b).

(d) An employee, during the calendar year, may accumulate annual leave credits in excess of two hundred forty (240) hours. However, no accumulation of annual leave credits in excess of two hundred forty (240) hours shall be permitted to be carried over from one calendar year to another.

Section 2.

Notice of the annual leave period desired shall be given in writing by each employee to the Sheriff and all annual leave shall be taken at a time agreed to by the Sheriff and the employee. Employees may request up to four (4) consecutive days but not less than one-half (1/2) hour of annual leave at a time, but such requests shall be submitted not more than 30 calendar days, and not less than 24 hours prior to the day(s) requested. An employee may

request the use of a minimum of one-half (1/2) hour and up to a full work day of annual leave with less than twenty-four (24) hours notice, whenever such leave does not impair the efficiency of divisional operations. The need for overtime shall not be a factor in this determination. Requests made as a result of a family emergency shall not be unreasonably denied. A total of sixteen (16) hours for members working eight hour days, and a total of twenty (20) hours for members working ten hour days of annual leave may be used in this manner annually.

Section 3.

Upon voluntary severance from the County where a prior twenty (20) calendar day notice has been given by the employee to the County in writing an employee shall be entitled to unused annual leave pay due at time of severance. Said unused annual leave pay shall be paid to the employee in a lump sum.

Upon the death of an employee, the beneficiary designated by the employee, in writing, and filed with the Sheriff's Office, or in the event that no beneficiary is designated in writing, to the employee's estate, will be paid for any unused annual leave accrued at the time of death.

Section 4.

In determining annual leave schedules, seniority shall be the determining factor when all other factors, including the needs of the County are considered equal among employees requesting the same time period for annual leave.

The General Order governing Article 4 shall be negotiated by the parties.

ARTICLE 5. HOLIDAYS

Section 1.

The following days shall be designated paid holidays for all employees: New Year's Day, Thanksgiving Day, Christmas Day. Employees who are required to work on any of these three days shall receive twice their normal rate of pay for all hours worked.

Section 2. Holiday Compensation

If an employee is required to work on a holiday, the employee shall be paid at twice his normal rate for such holiday work, or, if requested by the employee, and approved in advance by the Sheriff or his designee, an alternate day off may be taken at a mutually agreeable time and pay for the holiday worked would be at straight time.

Section 3. Floating Hours

Non-civilian employees shall earn eight (8) hours of paid leave in each of the following months: January, February, March, April, May, June, July, August and September. An employee must be on the payroll at least fifteen (15) calendar days during the month in order to accrue a floating holiday. Floating hours shall be scheduled at a time mutually agreed upon by the employee and department head.

The "straight time" monetary equivalent of any floating hours not used or scheduled by the end of the first payroll period in November shall be included for payment to the employee in the November monthly payroll.

ARTICLE 6. SICK LEAVE

Section 1.

Absence from employment by an employee because of illness or disability shall be allowed as sick leave according to the provisions of this Article. Absence from employment because of illness or disability to a member of an employee's family will be treated and allowed as sick leave upon permission of the Sheriff and upon his discretion.

Section 2.

(a) In the event of a compensable accident or illness where disability payments are made in accordance with the provisions of the New York State Compensation Act, the County shall be responsible to such employee for the amount of difference between the benefit paid him by the compensating insurance and the amount of pay to which he would have been entitled under regular sick leave pay and such payment shall continue until all sick leave time is exhausted. Furthermore, with regard to the foregoing, only that sick leave shall be charged to the employee as represented by the actual monies paid to him for the monetary value of this accumulated sick leave time.

(b) In the event of a compensable accident or illness where disability payments are made in accordance with the provisions of the New York State Worker's Compensation Act and the employee is eligible for benefits pursuant to Section 207-c of the General Municipal Law, the County will continue to pay the employee his normal weekly pay based on a forty (40) hour

week during the period of disability. The employee will pay to the County the amount of benefits paid by Compensation Insurance to which said employee is entitled.

During the period in which the employee is receiving benefits pursuant to Section 207-c of the General Municipal Law, the employee will not be charged for any sick time, personal time, annual leave time, bereavement time or floating holiday time. During this same period of time the employee will not earn or accumulate any sick, annual leave or floating holiday time.

Section 3.

(a) An employee shall earn ninety six (96) hours of sick leave each year, accrued eight (8) hours per month, and may be taken as earned. Accrued sick leave with pay, shall be granted to employees covered by this contract, after six (6) payroll periods of continuous service, at which time twenty four (24) hours of sick leave shall be credited to each employee.

(b) Sick leave shall be allowed to accumulate to a maximum of 1440 hours to be held as a credit for the employee for future sick leave use.

(c) A maximum of forty (40) hours of accumulated sick leave in excess of 1440 hours as of January 1st of each year shall be converted to annual leave.

Section 4.

Approved sick leave time shall for all purposes be considered as continuous service to the County.

Section 5.

An employee shall present to the Sheriff a physician's certificate for any absence of more than three (3) consecutive days for which sick leave is requested.

Section 6.

Where an employee because of illness or disability, is required to remain away from his employment beyond his earned sick leave days, he or a person on his behalf may petition by letter to the Board of Supervisors for additional sick leave consideration and it shall be within the sole discretion of the Board to affirm, modify or deny such petition.

Section 7.

The County shall provide New York State Disability Insurance coverage for all employees covered by this agreement. Employees shall be required to contribute \$.50 per week (\$1.00 per payroll period; \$26.00 per year) to the cost of the insurance. Use of sick leave in

conjunction with receipt of disability payments shall be in accordance with Section 2 of this Article.

Section 8.

Any employee engaging in gainful outside employment, during normal regular scheduled hours, while on sick leave from the County shall not be entitled to sick leave payment, and may be subject to disciplinary action by the County.

Section 9. Sick Leave Incentive

If, after the first pay day in December, an employee has used forty hours or less sick leave for the previous twelve month period (12/1 - 11/30), the County at the employee's request shall buy back sixteen (16) sick hours. The payment will be made before Christmas. An employee must maintain a balance of at least eighty (80) sick leave hours after the conversion.

ARTICLE 7. MILITARY LEAVE

Section 1.

Employees covered by this agreement will be paid for military leave in accordance with the Military Law of the State of New York.

Section 2.

Employees shall notify their supervisors as far in advance as possible of required military assignments and not later than the workday following receipt of official notice of such assignments.

Section 3.

It will be the responsibility of each employee to be paid under this Article, to present his supervisor with an official record of the time spent for the claimed period of active service.

Section 4.

No employee will be required to apply his annual leave period to any period of mandatory military service.

ARTICLE 8. DUTY DURING PREGNANCY/ MATERNITY LEAVE

Section 1. Light Duty

1. After the first trimester of pregnancy or sooner if doctor ordered, any member may apply for light duty.
2. The Sheriff shall make every effort to place the member in a light duty assignment within her division. If no such duty assignment exists within the member's division, the Sheriff may assign the member to a light duty position in another division within the Department.
3. A member performing light duty regardless of divisional assignment shall maintain her job title, base salary and longevity. Shift differential shall be paid in accordance with Article 15, Section 2.
4. Any member on light duty pursuant to this article shall not be eligible for overtime assignments.
5. Depending on the availability of light duty assignments, the affected member may be required to work on a shift other than her current one and may be assigned different pass days. All reasonable efforts shall be made to accommodate the employee.
6. The light duty assignment is a temporary assignment and as such will not be used as the basis for a grievance within the department by other members.

Section 2. Maternity Leave

1. A pregnancy related disability shall be treated in the same manner as any other non-occupational disability with respect to sick leave benefits and NYS disability insurance coverage. The employee shall notify the Sheriff of the estimated start of this leave as soon as it is determined by her physician.
2. The employee shall be entitled to a maternity leave of absence not to exceed one year from the initial date of disability as determined by her physician. The employee shall be entitled to use sick leave during the period of disability. If sick leave is exhausted prior to the end of the period of disability, the employee may use annual leave and/or compensatory time. The employee may continue to use annual leave and compensatory time beyond the period of disability. Once all annual leave and compensatory time credits have been exhausted the employee may continue on unpaid leave for the balance of the maternity leave. Combination of paid and unpaid leave shall not exceed one year.

3. Once FMLA benefits have been exhausted, the employee will be allowed to remain in the health insurance program at group rates during the unpaid portion of the maternity leave provided that she pays the County the full cost of her health insurance.
4. If the employee chooses at any time to resign from County service, she may exercise her rights under COBRA.

ARTICLE 9. BEREAVEMENT LEAVE

Section 1.

In the event of the death of an employee's spouse, parents, (including foster parents and step-parents), children, brother, sister, grandparents, spouse's grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other person who is a member of his/her household (including domestic partners) the employee shall be granted four (4) full days off relating to the death and/or funeral, plus the day of the funeral. The four (4) days granted will be compensated at the rate of the employee's regular day's pay.

Section 2.

In the event of the death of an employee's aunt, uncle, niece, or nephew, the employee shall be excused from work at his request to attend the funeral provided the employee was regularly scheduled to work the day of the funeral.

Section 3.

In the event one (1) or more of the bereavement days in this section falls on an employee's, annual leave, sick time, or other paid time off, the employee shall, at his/her request, have the bereavement time substituted for the other time off work.

Section 4.

The Sheriff or his designee may request that the employee submit a notice of death or other evidence attesting to the validity of the absence.

ARTICLE 10. LEAVE OF ABSENCE

Leave of absence without pay may be permitted upon written request to the Sheriff at least ten (10) days prior to the beginning of the leave. Requests for leave of absence shall not be denied except for compelling reasons.

ARTICLE 11. RETIREMENT PROGRAM

Section 1.

The County shall provide under the New York State Retirement System the non-contributory twenty year career plan (Section 75-I) or if applicable the optional retirement plan for Sheriffs, Undersheriffs, and Regular Deputy Sheriffs (Section 89-b) to those employees eligible to participate.

Section 2.

The County shall adopt Section 89-p and 603.1 of the NYS Retirement and Social Security Law (an optional 25 year retirement plan for Sheriffs, Undersheriffs, Deputy Sheriffs directly engaged in criminal law enforcement and Correction Officers) by May 1, 1995.

ARTICLE 12. PROMOTIONS

When an employee is promoted to a position in a higher rated employment classification, his salary shall be increased by one full increment and placed at the step of the new position which is greater than his former salary plus increment or the base of the new position, whichever is greater.

ARTICLE 13. WORK WEEK

Section 1.

(a) The regular work week for employees shall be five (5) consecutive work days of eight (8) hours per day with a total of forty (40) hours per week. Following a five (5) day work week there shall be two (2) consecutive days off. The period of the work week or days may be varied due to necessity or emergency. Experimental, long term or permanent changes to the

existing work week may be done with the approval of management, Union and a majority of the affected employees.

Effective as soon as practical after ratification of this agreement, the regular work week for deputies assigned to Road Patrol duties shall be four (4) consecutive work days of ten (10) hours per day with a total of forty (40) hours per week. Following a four (4) day work week, there shall be three (3) consecutive days off.

Effective as soon as practical after ratification of this agreement, the regular work week for sergeants assigned to Road Patrol duties shall be four (4) consecutive work days of ten (10) hours per day with a total of forty (40) hours per week. Following a four (4) day work week, there shall be three (3) consecutive days off. In the case of sergeants, this work schedule shall be a trial program for a six month period from its effective date to ensure that proper staffing is provided. At the end of the six month period, either party may revoke this provision (relating to sergeants only). If neither party revokes this provision at the end of the six month period, it shall become permanent. The parties will monitor the program during its trial period and attempt to address any problems to the satisfaction of all. The Sheriff will review the program after four months. If he has concerns about its feasibility he will notify the Association of his concerns and the parties will meet in an effort to make the necessary adjustments.

(b) With the exception of employees covered in subsection (c), shift times shall be scheduled by the Sheriff. An employee's shift time shall not be changed in an arbitrary, or capricious manner, or be temporarily changed for the purpose of avoiding overtime payment. A shift time may be temporarily modified due to abnormal circumstances which may prevail in the Sheriff's Office (i.e. special investigations, programs official projects, training programs, schools voluntarily attended and/or public events). In the event that an employee's work shift is to be changed, the Sheriff agrees to give such employee a minimum 72 hour advance notice, except under emergency conditions.

(c) Upon request, a criminal investigator in the Department may vary the start and finish time of his/her work day and still work the requisite maximum hours with the permission of the Sheriff or his designee. Permission may be denied only for legitimate departmental needs.

Section 2.

All employees are required to report to work at the scheduled time. Any tardiness shall be regarded as a violation of these rules. An employee, tardy three (3) times shall be subject to a written warning. Continued unexcused tardiness may be considered cause for suspension. If tardiness continues after such disciplinary action, the employee shall be subject to dismissal after departmental hearing.

Section 3.

Any absence not reported at least one (1) hour prior to the time the employee is scheduled to commence work and any absence not chargeable to annual leave or sick leave shall be classed as unauthorized leave.

Section 4. Jury Duty

When an employee is summoned for jury duty, he/she shall immediately notify the Sheriff or his/her designee. The employee summoned for jury duty will be assigned to work primarily "B" Line and will report to jury duty as required. Any day the employee is not required by the court to spend the entire day in court, or is dismissed as a juror, he/she shall report to the Sheriff's Office to complete his/her tour of duty.

An employee serving as a juror shall not be entitled to overtime pay while serving, but shall be entitled to a maximum of eight (8) hours or ten (10) hours, depending upon the employee's work schedule, of his/her straight time rate of pay per day. Any stipend or fee, except mileage and parking, which the employee receives for serving on jury duty shall be turned over to the County.

The employee shall submit to the Sheriff's Office written verification from the Court System as to the dates and times served on jury duty.

Section 5. Minimum Staffing

Minimum staffing for uniformed Deputy Sheriff Road Patrol personnel shall be established as follows:

	A-Line (2300-0900)	B-Line (0700-1700)	C-Line (1500-0100)
SUN	3	4	4
MON	3	4	4
TUE	3	3	4

WED	3	3	4
THUR	3	4	4
FRI	3	4	5
SAT	3	4	5

Minimum staffing for uniformed Deputy Sheriff Road Patrol Sergeants shall be one (1) on-duty at all times.

ARTICLE 14. OVERTIME

Section 1. Regular

All hours actually worked up to forty (40) hours shall be paid at the straight time rate. All hours actually worked in excess of forty (40) hours in any week shall be paid at the overtime rate of 1.5 times the hourly rate provided that such work is duly authorized by the appropriate supervisor.

Section 2.

All overtime shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate.

Section 3. Pyramiding

There shall be no pyramiding or duplicating of overtime hours.

Section 4. Call-In

When an employee has completed his regular daily shift, is released and then recalled to work, he shall be guaranteed a minimum of two (2) hours overtime.

Any employee assigned a County vehicle or in the "Voluntary Car Program" shall be liable for calls at regular overtime from the time they leave their place of assignment and reach home and check out of service with the dispatcher.

If an employee is off duty and required to appear in court he/she shall be entitled to a minimum guarantee of two hours of pay for such court appearances.

Section 5.

(a) Overtime shall be equally distributed as possible among all the employees within their respective divisions, and the same job classifications. Prescheduled overtime shall be

offered first to the employee with the least amount of overtime offered. Mandatory overtime shall be assigned first to the employee with the least amount of overtime worked.

(b) Any employee absent for a period of twenty (20) consecutive working days shall have the previous year's divisional monthly average of overtime hours offered and overtime hours actually worked added to that employee's overtime record. No adjustment shall be made for any period of absence of less than twenty (20) consecutive working days.

(c) Part-time employees will be scheduled a maximum of thirty (30) hours per week. Part-time employees will not be offered additional hours until they are reachable on the overtime call list. This provision will not apply to mandatory commitments for part-time employees (i.e. court appearances, training, etc.) which may require additional hours.

(d) Overtime for members of the Road Patrol will be assigned by an employee holding the rank of sergeant or above.

(e) The Sheriff will post overtime for a pre-scheduled event and assign such overtime by divisional seniority. If the posting outlines any special requirement needed by an employee to participate (i.e. dive certification, police certification, etc.) an employee must meet those requirements to be considered for assignment.

Section 6.

Annual leave, holidays, and floating hours shall be counted as time worked in the computation of overtime. Sick time shall not be counted as time worked in the computation of overtime.

Effective upon ratification of this agreement, employees who work at least three days during a work week shall have sick time counted as time worked in the computation of overtime. This shall be a trial program and shall remain in effect for six months following ratification of the agreement. At the end of the six month period, either party may revoke this provision. If neither party revokes this provision at the end of the six month period, it shall become permanent. It is the intent of the parties to monitor this program and make a good faith effort to resolve any problems that may arise during the trial period. Changes may be made with mutual agreement of the parties.

Section 7.

(a) Non-supervisory members of the Crime Scene Technicians, Juvenile Division, Hostage Negotiators, members of the Emergency Response Team, members of the Scuba Team (excluding members of the Crash Management Teams) and all supervisory personnel (excluding criminal investigators and members of the Crash Management Teams) assigned to On-Call Duty shall receive a \$500.00 pay adjustment per year.

(b) When a criminal investigator is scheduled to be on-call for the period beginning at 4:00 P.M. and ending at 8:00 A.M. the following day and is not confined to his/her home or any particular place, but is required to be immediately available for duty, he/she shall be credited with two (2) hours of overtime for the on-call period effective January 1, 2004.

(c) When a member of the Crash Management Team is scheduled to be on-call for the period beginning at 4:00 P.M. and ending at 8:00 A.M. the following day and is not confined to his/her home or any particular place, but is required to be immediately available for duty, he/she shall be credited with two (2) hours of work for the on-call period effective January 1, 2004.

Section 8.

The Sheriff shall abide by the Fair Labor Standards Act for acceptance for compensatory time as overtime payment. The limits of accruals shall be:

1. no more than 40 hours of accrual at any one time and;
2. no more than 60 hours of accrual in any calendar year without the express written permission of the Sheriff or his designee.

ARTICLE 15. SALARIES AND WAGES

Section 1.

During the term of this agreement, salaries shall be paid to full time employees in accordance with the 2004, 2005, 2006 and 2007 Salary Schedule annexed hereto as "Appendix B".

Section 2.

Effective January 1, 2001 employees working either the A-Line shift or the C-Line shift shall receive a shift differential in the amount of sixty cents (\$.60) per hour.

Section 3.

Except in the event of an emergency, no employee shall be required to work in a higher classification unless directed in writing by his supervisor. In the event that such out-of-title service exceeds ten (10) consecutive business days the employee will receive out-of-title pay for the balance of the assignment. Out-of-title pay shall be at the closest salary step in the grade in which the employee is doing the out-of-title work that would result in an increase in compensation for the out-of-title work. Under no circumstances will that temporary amount be equal to or more than the amount that the same employee would receive if he were permanently or provisionally appointed to the higher position.

This provision is not intended to be applicable to:

- (a) "Stand-ins" for employees who are on annual leave;
- (b) During posting and approval times required by the contract.

ARTICLE 16. HEALTH INSURANCE

Section 1.

(a) The County shall provide each employee covered under this agreement with the choice of either:

- 1. The Wayne County Medical Plan with all riders in effect as of January 1, 1995.
- 2. The Blue Choice HMO Health Care Plan

Effective July 1, 1998 the Blue Choice HMO Health Care Plan shall be replaced by the Doctors' Health Plan (HMO Type Benefits). Any employee whose Blue Choice primary physician refuses to participate in the Doctors' Health Plan shall be allowed to remain in the Blue Choice program. Effective upon ratification of this agreement, subdivisions (a) 1 and (a) 2 above shall be deleted and replaced with the following:

- 1. The Blue Choice Select Health Care Plan; or
- 2. The Doctors' Health Plan with \$15 co-pay (DHP-15).

2a. Effective September 1, 2000 the Doctor's Health Plan (HMO Type benefits) shall include a dental rider (Option A) for active employees. The dental rider shall cease upon the employee's retirement or severance from County service regardless of date of hire.

3. Effective July 1, 1998 all health care plans (retiree and active) containing a \$5.00 co-pay prescription rider shall convert to a \$10.00 co-pay rider.

4. Effective July 1, 1998 the definition of dependent child covered by the Wayne County Health Care Plan shall be changed from "any unmarried dependent child of yours who is under 26 years of age and resides with you" to "any unmarried dependent child of yours who is under 24 years of age and resides with you".

(b) When more than one family member is eligible to enroll for coverage under the County's health insurance plans, there shall be no more than one family plan enrollment permitted in any family unit.

(c) Employees may change health insurance options once each year during an open transfer period established by the County.

Section 2.

The premium costs for Health Insurance Coverage shall be paid as follows:

1. All employees covered by this agreement on full pay status on March 31, 1977 will have the full cost of Section 1(a) paid for by the County.
2. All new employees covered by this agreement on full pay status after March 31, 1977 but before April 18, 1995 will have the full cost of a single plan paid for by the County. Those employees requiring a Family Plan will have 80% of the cost of the plan paid for by the County.
3. All new employees covered by this agreement on full pay status on and after April 18, 1995, will have 80% of the cost of a single plan paid for by the County. Those employees requiring a family plan will have 75% of the cost of the plan paid for by the County.
4. Effective April 1, 2001 all new employees covered by this agreement on full pay status after March 31, 1977 will have 90% of the cost of a single plan paid for by the County. Those employees requiring a Family Plan will have 80% of the cost of the plan paid for by the County.

Section 3.

(a) All employees on full pay status prior to April 1, 1977 and retirees or retired employees at age fifty-five (55) or more and who shall have been in the continuous employ of

the County for at least ten consecutive years prior to retirement and who were at the time of retirement members of the Health Insurance Plan will continue to have the full cost of their Health Insurance Plan paid for by the County until their death. Effective January 1, 2004, the employer shall pay for Medicare Part B and Medicare supplemental with the drug rider for members who retire and receive fully paid medical benefits under this provision.

(b) Effective January 1, 1995, all employees eligible for (a) above who are enrolled in the optional retirement plans (89-b or 603.1) and who choose to retire before reaching the age of fifty-five (55) and who are members of the Health Insurance Plan at time of retirement will be allowed to remain in the group at their own expense provided, however, they comply with the payment and reporting procedures established by the County. Upon reaching the age of fifty-five (55) said employees shall have the full cost of their Health Insurance Plan paid for by the County until their death.

(c) The surviving un-remarried spouse of a County employee who retires after January 1, 1985 and who was receiving full paid health insurance at time of death may remain in the group at his/her own expense provided, however that the individual complies with the payment and reporting procedures established by the County. It will be the individual's responsibility to initiate the request for participation in the Group.

(d) All new employees on full pay status after March 31, 1977, and all employees on less than full pay status, regardless of their date of hire, their Health Insurance benefit will cease with the termination of their employment with the County regardless of age, years of service or reason for termination.

(e) All new employees on full pay status after March 31, 1977 who shall have been in the continuous employ of the County for at least ten (10) consecutive years prior to retirement and who are 55 years of age and older and are, at the time of retirement, members of the Health Insurance Plan will be allowed to remain in the Group at their own expense provided, however, they comply with the payment and reporting procedures established by the County.

Note: Any change in Health Insurance Plans will be contingent upon the determination of equivalence of benefits. It is not the County's intention to lessen benefits available to employees. The County does require flexibility to contract for plans which offer these same benefits at lowest cost.

(f) All employees on full pay status who were hired after March 31, 1977 who shall have been in the continuous employ of the County for at least ten consecutive years prior to retirement and who shall retire from the County under a NYS Retirement plan on or after January 1, 2001 and who at the time of retirement were members of the County Health Insurance Plan shall be entitled to apply the cash value of his/her accumulated unused sick leave (maximum of 180 days/1440 hours) to his/her medical insurance premium payments upon reaching the age of 55. The cash value of accumulated sick leave shall be equal to the number of hours credited to the employee on the date of retirement multiplied by the employee's job rate plus longevity (stipends and/or shift differential will not be used in the calculation). The employee may apply this credit towards premiums at any rate up to the County's rate of contribution at the time of retirement (90% for a single plan; 80% for a family plan). At the employee's request, application of the cash value may be deferred until such time as the employee shall notify the County that he/she wishes to have the application made. The credit can only be used toward the cost of a County sponsored health care plan and shall cease upon the death of the employee.

Section 4.

If an employee chooses not to participate in either the negotiated health plan or HMO for a full fiscal year, the employee shall be paid \$300.00 single, \$500.00 family, each year. Proof of other insurance will be required. The payment will be made in a lump sum during the month of December and pro-rated as necessary. If both spouses are employed by the County, a single plan will be paid.

Section 5.

In the event of layoffs due to budgetary constraints, the County will provide 90 days of Cobra payments for the DHP-15 plan if the County fails to provide the employee at least three months notice prior to the layoff.

Section 6.

Employees in the Traditional health care plan at the time of ratification of this Agreement shall have the option of returning to the Traditional plan after retirement if they move outside of the coverage area of the current insurance options (if eligible).

Section 7.

Commencing in 2005, the Employer shall establish a Health Reimbursement Arrangement (HRA) for each bargaining unit member. The Employer shall contribute \$150 per year for employees with a single policy, and \$500 per year for employees with a 2-person or family policy. Members shall be allowed to accrue a maximum of three times the employer contribution. The HRA shall provide that it covers expenses not paid under a Section 125 (Flexible Spending) account. Upon retirement, an employee must utilize all HRA benefits within two years of retirement.

Section 8.

The Employer shall, upon presentation of proper documentation, reimburse employees in the DHP-15 plan for any co-pays required for Home Health Care visits.

ARTICLE 17. OTHER COMPENSATION

Section 1.

Uniform officers shall be provided weekly dry cleaning service by the County for their departmental uniforms. The dry cleaning provided by the County shall be by private facility upon award of public bid by the Board of Supervisors. Shoes will be provided as a part of the uniform.

Section 2.

Effective January 1, 2001 plain clothes deputies shall be allowed up to six hundred and fifty (\$650.00) dollars and the Juvenile Division shall be allowed up to two hundred and fifty (\$250.00) dollars for dry cleaning and the purchase of clothing used or damaged in the line of duty. Effective January 1, 2004, the Juvenile Division shall be allowed up to three hundred dollars (\$300) for dry cleaning and the purchase of clothing used or damaged in the line of duty. Payments shall be made on a pro-rated quarterly basis. Upon submission of duly executed vouchers and audit of same by Board of Supervisors. Employees may claim reimbursement each quarter (March, June, September, and December). If an employee retires or terminates and has been reimbursed for this clothing allowance his/her last payroll check can be adjusted accordingly.

Section 3.

Voluntary participation in a Deferred Compensation Plan, if adopted by the County.

Section 4.

Effective January 1, 2001 employees who perform the duties of Field Training Officer (FTO) shall be credited with one additional hour worked on each day the employee performs such duties.

Section 5. Canine Unit (per Agreement dated April 27, 1999)

1. Canine Handlers will conduct all of the following canine care related activities during normal working hours: training, exercising, brushing, grooming, bathing, cleaning of transport vehicle, administering medication, if necessary, and routine, pre-scheduled visits to the veterinarian.
2. Effective January 1, 1999 Canine Handlers will be allowed to claim ½ hr. per day for seven (7) days a week (total of 3 ½ hours per week) for time spent at home feeding the dog and maintaining the kennel. This time worked at home in canine care will be in addition to the regular workweek and shall be based on a pay rate of \$6.00 per hour. This time shall be compensated at the overtime rate of \$9.00 per hour, regardless of number of hours worked per week in law enforcement activities. Time cannot be claimed for days that the dog is not in the officer's possession.
3. Time spent in canine care activities of an unforeseen or emergency nature (i.e. emergency trip to the veterinarian) conducted outside the normal work day shall be paid at the canine care overtime rate of \$9.00 per hour. A written explanation of the need for this time must be submitted with the officer's time sheet and is subject to verification.

ARTICLE 18. DURATION

This contract shall continue in full force and effect for a period of forty eight (48) months commencing January 1, 2004 and ending December 31, 2007.

ARTICLE 19. VACANCIES

(a) All job classifications will be filled in accordance with existing Wayne County Civil Service Rules and Regulations where applicable.

(b) All job classifications not covered by a competitive examination shall be filled by the person deemed the most qualified. Seniority may be used as one of the determining factors for filling a vacancy by the appointing officer.

(c) When a job vacancy or vacancies occur within the Department, the Sheriff will be responsible for posting the announcement of such vacancies in each department work area for a minimum of ten (10) working days. Announcements of such vacancies shall contain the title of the position or positions to be filled, minimum qualifications required for the appointment, the number and work location of vacancies and salary.

(d) Job Slots (shift and RDO) which become vacant between January 1, and September 30, will be posted for bid and divisional seniority will prevail contingent upon the following conditions:

1. When a slot is assigned, only two (2) voluntary moves may occur per slot. (example: if an opening exists on the B-line and an individual from C-line is most senior on the bid sheet, that assignment shall be given. The C-line vacancy shall be assigned to the most senior wishing that slot. Any further shift assignments shall be as assigned by the Sheriff or his designee based upon least divisional seniority.
2. When no employees wish to accept a vacant slot, the Sheriff shall assign an officer based upon the least divisional seniority.
3. No notice shall remain posted for more than ten (10) days from the posting date.
4. A shift vacancy shall be defined as a shift opening which the Sheriff intends to fill, excluding positions filled by probationary employees who have not yet been released from direct supervised training. Positions filled by probationary employees shall be considered shift vacancies upon completion of direct supervised training.

ARTICLE 20. SENIORITY

Section 1.

County seniority shall be defined as the length of continuous full time service with the County. Divisional seniority shall be defined as the length of full time continuous service within an assigned division of same classification (date of rank) of the Department.

Section 2.

Shift assignments and pass days among employees of the same classification shall be determined by divisional seniority.

Section 3.

Time off with pay shall be determined by Departmental seniority among employees of the same classification when all other factors, including the needs of the County, are considered equal among employees requesting the same time period off.

Section 4.

All employees in the competitive class shall, for the purpose of layoff and recall, be governed by the provisions of Section 80 of the Civil Service Law.

Section 5.

As used in Section 1, continuous service includes any time period when the employee is on the Employer's active payroll and those periods when an employee is:

- a) on leave of absence;
- b) on layoff;
- c) absence from and unable to perform the duties of his position by reason of a disability resulting from illness or occupational injury;
- d) the time period immediately following resignation, provided the employee is rehired within one (1) year.

Section 6.

An employee loses his seniority only when one or more of the following occurs:

- a) he resigns (unless he is reinstated within one (1) year);
- b) he is discharged;
- c) he retires;
- d) he refuses a recall.

Section 7.

If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be cast by lot at time of their appointment.

Section 8.

All new employees, of the Wayne County Sheriff's Office, will be hired at starting salary or at a higher step, at the discretion of the Sheriff. The Sheriff agrees to notify the Union, in writing, in respect to any employees who have been hired above the starting salary.

No new employees will be hired below the starting salary or above the maximum salary.

Section 9.

The Employer shall provide within four (4) months from the execution of this Agreement, a seniority roster which shall be posted on all bulletin boards for thirty (30) days. All employees shall have a thirty (30) day period within which to appeal their posted seniority date of hire. Any date not appealed at the end of this thirty (30) day period shall automatically become the employee's seniority date of hire.

ARTICLE 21. SEPARABILITY AND CONSTRUCTION

Section 1.

If the enactment of legislation or the determination of a court of final jurisdiction renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of the balance of this Agreement which shall remain in full force according to the terms and in the same manner and with the same effects as if such invalid portion had not originally been included herein.

Section 2.

This contract shall be construed in accordance with the Laws of the State of New York.

Section 3.

In the event that any part of this Agreement is made inoperative as provided in Section 1 hereof, then the parties agree to meet within thirty (30) days to renegotiate the negated provisions.

ARTICLE 22. COMPLIANCE WITH LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE

ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 23. GRIEVANCE PROCEDURE

Section 1. Declaration of Policy

The purpose of this grievance procedure is to provide an orderly process whereby the employees and their employee organization specified herein may equitably and expeditiously settle any grievance that may arise in the course of their employment, free from coercion, restraint, interference, discrimination or reprisal. The provisions contained herein shall be liberally construed for the accomplishment of those objectives.

Section 2.

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

- a) County means the County of Wayne.
- b) Employee means any person covered by the bargaining unit.
- c) Supervisors means persons, regardless of title, who are assigned to exercise a level of supervisory responsibility over employees.
- d) Sheriff means the individual having charge of the grievant's department or his designee.
- e) Grievance means any claimed violation, misinterpretation or inequitable application of the specific and express terms of this agreement.
- f) Grievant means the employee, employer and/or the Association,
- g) No grievance will be initiated more than thirty (30) working days after the grievant knew or should have known, about the action, or, omission, giving rise to the grievance.

Section 3.

The first stage of procedure shall consist of the Grievant's presentation of his grievance in writing to the Sheriff or his designated representative. The specific nature of the grievance and the facts relating thereto shall be reduced to writing jointly or severally by the grievant and the appropriate Supervisor. A written response shall be made within ten (10) days from the receipt of the grievance. Grievances shall not be instituted more than thirty (30) calendar days after the date on which the act or omission giving rise to the grievance occurred.

Section 4.

If the determination made is not satisfactory to the Grievant, at the first stage, he shall make written request for review within ten business days from the determination at the first stage and file a copy of request with the Clerk of the Board of Supervisors of the County of Wayne. The Grievance Committee of the Board of Supervisors shall within thirty (30) days or at the next regularly scheduled meeting of said Committee, whichever comes first, grant a hearing to the grievant. The grievant shall have a minimum of three (3) days notice of said hearing. At that time the grievant and the Sheriff may present oral and written statements and witnesses. A written finding shall be made within five (5) days after the hearing by the Committee and transmitted to the grievant.

Section 5.

If a satisfactory solution is not reached then the Grievant and/or his representative shall make a request for arbitration within thirty (30) calendar days from the determination at the second stage. A copy of said request shall be filed with the Clerk of the Board of Supervisors. Upon receipt of said request the County and the Grievant shall agree upon an arbitrator; or if the parties cannot agree then an application shall be made to the New York State PERB for a list of five (5) arbitrators. Within seven (7) business days of the receipt of the aforementioned list the County and the Grievant shall alternately reject one name until one name remains on the list. The remaining arbitrator shall then hear the matter.

Section 6.

Following selection of an arbitrator the parties shall present the facts relevant to the grievance and the determination thereafter by the arbitrator shall be binding upon both parties. The decision of the arbitrator shall be rendered within thirty (30) calendar days following the close of the hearing. Both parties will share equally the cost of the arbitrator.

Section 7.

A Grievant shall be entitled to an association representative in the presentation and processing of a grievance at all stages under the procedure.

Section 8.

The time limitation for each step of the aforementioned procedures may be waived by mutual agreement of the parties in writing.

Section 9.

A Grievant and his Association representative shall be allowed time off from his regular duties as may be necessary and reasonable for the processing of a grievance adopted pursuant to this agreement without loss of pay or annual leave or other time credits.

Section 10.

In the event that a grievance arises out of a disciplinary action or other decision by the employee's immediate supervisor and there has been oral discussion with such supervisor, then the grievance may, at the option of the employee, be reduced to writing and proceedings commenced at the second stage provided herein. Suspension without pay during the pendency of grievance proceedings shall not exceed thirty (30) calendar days.

Section 11.

In the event that a grievance arises out of a disciplinary action or involves a non-economic term and/or condition of this agreement and remains unresolved after completion of the second stage of this procedure, the Grievant and/or his representative shall make a request for arbitration within thirty (30) business days from the determination.

ARTICLE 24. PERSONAL FOLDER REVIEW

The employer shall have the right to examine and comment upon all documents in his folder - except confidential material, employer references and transcripts, subject to the following constraints:

- 1) Not less than five days before examination, notice of interest should be sent to the department having the employee's file.
- 2) Subject to administrative convenience, a review time will be arranged within ten days of the receipt of the request.
- 3) A proctor will be present during the review, and no materials shall be removed from the file.
- 4) Comments on materials within the folder shall be directed to the appropriate department head and noted for enclosure in the file.

ARTICLE 25. DEPARTMENTAL RULES AND REGULATIONS

All employees shall comply with existing Departmental Rules and Regulations which are not in conflict with this Agreement. Departmental Rules and Regulations shall be uniformly applied and enforced. Any claim that a rule or regulation is arbitrary and/or capricious shall be subject to the grievance procedure provided for this agreement.

The Employer shall have the right to adopt additional rules and regulations provided that such proposed additional rules and regulations are not in violation of any specific or express provision of this agreement. The Association shall be notified of all proposed rules and regulations and afforded the opportunity to discuss them prior to their adoption.

Effective January 1, 2001 the following amendments shall be made to General Order #15-95 (June 1, 1995):

II Annual Leave Accrual and Utilization

G. Employees/members may request up to four (4) consecutive days but not less than one-half (1/2) hour of annual leave at a time, but such requests shall be submitted not more than 30 calendar days, and not less than 24 hours prior to the day(s) requested.

III Holiday Accrual and Utilization

B. Employees/members may request up to five (5) consecutive days but not less than four (4) hours of holiday leave at a time, but such request shall be submitted not more than 30 calendar days, but not less than 24 hours prior to the day(s) requested.

IV Compensatory Accrual and Utilization

E. Requests for compensatory time off shall be submitted not more than 30 calendar days, but not less than 24 hours prior to the day(s) requested.

ARTICLE 26. PROBATIONARY PERIOD

Section 1.

Every permanent appointment from an open competitive list shall be for a probationary term of not less than eight weeks nor more than fifty-two weeks. Every original appointment to a position in a non-competitive, exempt or labor class shall be for a probationary term of not less than eight weeks nor more than twenty-six weeks. An appointment shall become permanent upon certification by the department head during the above described period or the expiration of

the maximum period or where a civil service examination is required then upon passage thereof and approval by the Personnel Officer. If the conduct or performance of the probationary employee is not satisfactory, his employment may be terminated during the aforescribed period.

New employees serving their probationary period shall have the right to Union representation for all purposes of this agreement with the exception of discipline and discharge. During the probationary period, such employee may be discharged, suspended or demoted without recourse to the grievance procedure.

Section 2.

The probationary period for employees promoted to a higher position shall be for a period of twelve (12) weeks in accordance with Civil Service Rules and Regulations. During this time such employee may be returned to his former position for unsatisfactory performance, without recourse to the grievance procedure.

While such employee is serving a probationary period, the Employer shall make every effort to notify such employee of any deficiency that may have been observed in such employee's work which, if not corrected, could be cause to terminate employee, or in the case of a promoted employee, the return of that employee to his former position prior to the completion of the probationary period.

ARTICLE 27. TUITION REIMBURSEMENT

Section 1.

Subject to the recommendation of the department head and with prior approval of the Personnel Committee of the Board of Supervisors or its designee, tuition reimbursement will be granted to full time employees holding permanent status for course work taken outside of normal working hours provided: a completed request form is submitted to the employee's department head; the course is taken at a local educational institution which is accredited by New York State and the course is directly related to work actually performed by the employee or work which may be reasonably expected to be performed by the employee in the near future.

Section 2.

The maximum reimbursement to an employee will be equal to 75% of the actual tuition cost to the employee, to a maximum of \$1000.00 in any school year. Actual reimbursement shall be contingent upon the following:

- a. The employee must submit documentation of the tuition cost paid by him/her for the course and proof that the course was successfully completed.
- b. The employee must still be employed by Wayne County at the time the course is completed.

Section 3.

Disputes regarding the application of this Article may be resolved by the grievance procedure except that the second stage shall be the final step.

ARTICLE 28. HEALTH AND SAFETY COMMITTEE

The County and the Union agree to establish a health and safety committee to be comprised of three (3) Union and three (3) County representatives. The Committee shall meet by mutual agreement but not less than four times a year for the purpose of jointly investigating and reviewing health and safety conditions and practices. Employee members of the Health and Safety Committee may attend meetings of the Committee during normal working hours without loss of time or pay. The first meeting shall be convened by March 31, 1988.

The County and the Union agree to form a labor-management committee to explore the development of a physical fitness program for employees.

COUNTY'S RESPONSE TO OVERTIME GRIEVANCE REMEDY

The Wayne County Sheriff's Employees Association and the County of Wayne agree to the items listed below as the remedy for all overtime grievances that are found to have merit by the Sheriff or his designee:

- 1) The grievant will be offered "make-up overtime". The grievant will notify his/her Division Commander, in writing, of the date and time he/she wishes to work.
- 2) The grievant shall have the option of receiving up to a maximum of three (3) hours straight compensatory time in lieu of make-up overtime.

- 3) Any overtime hours worked as a result of this Agreement shall not deprive the grievant or any other employee of other overtime opportunities. The awarded hours shall be recorded in the SOVI system upon completion of hours worked or hours comped.
- 4) All overtime hours awarded in the grievance shall be worked in a reasonable period of time. Reasonable period of time shall be defined as the two (2) week period commencing on the date the grievance award is received by the grievant from the Sheriff or his designee.

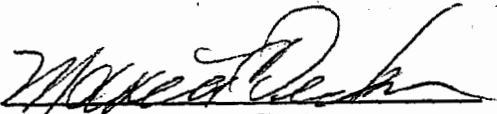
Agreed to this 4th day of February, 1998.

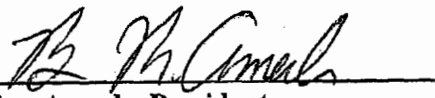
IN WITNESS WHEREOF, THE PARTIES, hereunto

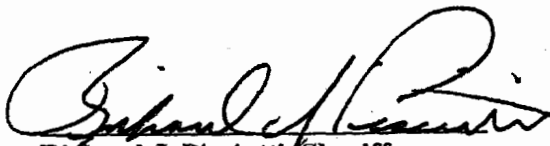
executed this Agreement by their duly

authorized officers this

24th, day of March, 2005


Marvin E. Decker, Chairman
County of Wayne


Brian Ameen, President
Wayne County Sheriff's Police Officer
Association


Richard J. Piscioti, Sheriff


Kim Park, County Administrator

APPENDIX A - ALCOHOL AND CONTROLLED SUBSTANCE TESTING PROGRAM

Section 1: Basis for Drug and/or Alcohol Testing

An employee of the Wayne County Sheriff's Office shall be required to undergo testing if there is a reasonable suspicion that s/he may be under the influence of drugs and/or alcohol. The decision to test must be based on specific, current, physical, behavioral or performance indicators of probable controlled substance and/or alcohol use.

The recommendation that an employee be tested shall be made in writing by a Command Officer (Lieutenant or above) who has received appropriate training. The report shall be presented to the Sheriff or, in his absence, to the Undersheriff, or, in his absence to the Chief Deputy. The Sheriff or, in his absence, the Undersheriff or, in his absence, the Chief Deputy shall make the final decision to have the employee tested.

The Sheriff or his designee (Undersheriff or Chief Deputy) shall make every effort to meet with the affected employee prior to making the decision.

The affected employee may consult with and/or be accompanied by counsel and/or a WCSPOA representative at any stage of the process as long as such consultation does not cause an unreasonable delay in the testing process.

If an employee is ordered to submit to a drug and/or alcohol test, the employee shall be given a written statement detailing the basis for the finding of reasonable suspicion. The testing time shall be treated as time worked for the purpose of payroll.

A copy of the written report which led to the reasonable suspicion testing will be made available to the WCSPOA President upon request.

Section 2: Testing Procedures

Breath alcohol testing and urine sample collection for the purpose of testing for drugs shall be conducted under the procedures required by mandatory regulations of the Federal Highway Administration.

The collection sites shall have all necessary personnel, materials, equipment, facilities and supervision to provide collection, security, temporary storage and shipping of urine specimens to a certified testing laboratory. The collection site will conduct alcohol tests by a

breath alcohol technician (BAT) trained to proficiency in the operation of the evidentiary breath testing device (EBT).

The testing laboratory shall be certified under the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs. The name and address of each laboratory used by the third party administrator shall be available upon request.

A test for alcohol shall be deemed positive if the alcohol concentration meets or exceeds the legal limit identifying driving while ability impaired (.07) as prescribed in the NYS Vehicle and Traffic Law Section 1192.1.

Section 3: Review of Drug Testing Results

The third party administrator used by the County shall provide the services of a Medical Review Officer (MRO). The MRO shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall review all positive controlled substance test results and interview individuals testing positive to verify the laboratory report before the County is notified.

Following verification of a positive test result, the MRO shall refer the case for action to the County Personnel Officer, who shall serve as the Drug/Alcohol Program Manager (DAPM). The Personnel Officer shall in turn notify the Sheriff of the results.

The Medical Review Officer, Personnel Officer or Sheriff shall notify each employee with a confirmed positive test that s/he has seventy-two (72) hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a verified positive test, the MRO shall direct the laboratory in writing to provide the split specimen to another DHHS certified laboratory for analysis.

If the analysis of the split specimen fails to reconfirm the presence of the controlled substance(s) found in the primary specimen or if the split sample is unavailable, inadequate for testing, or not testable, the MRO shall report this to the Personnel Officer and the affected employee and the original test results shall be treated as negative.

The costs associated with the test of a split sample shall be the responsibility of the employee if the results of the test are positive. The County shall require reimbursement from the employee for the cost of the test within a reasonable period of time not to exceed thirty (30) days.

Section 4: Refusal to Test

Any disciplinary action resulting from an employee's refusal to submit to testing shall be administered in accordance with Article 24 of the collective bargaining agreement.

An employee is considered to have refused to submit to testing she s/he fails to provide adequate breath for alcohol testing without a valid medical explanation after having received notice of the requirement for breath testing; fails to provide adequate urine for controlled substance testing without a valid medical explanation after having received notice of the requirement for urine testing; engages in conduct that clearly obstructs the testing process.

Section 5: Results of Drug and Alcohol Screening Tests

Affected employees will be notified of the results of all screening tests at the earliest appropriate time (to be determined by particular acts and circumstances). Those test results which do not indicate the presence of a drug or alcohol will be destroyed and any indication of testing shall be removed from the individual's personnel file.

Any test resulting in a positive report shall be referred to the Sheriff for a complete investigation. Upon completion of such investigation, if it is found that the employee has used any drug which has not been legally prescribed and/or dispensed or has reported for duty under the influence of alcohol, a report of such shall be prepared. Upon service, the employee against whom such report has been made shall receive a copy of the test results and shall be immediately referred to a mutually agreeable Substance Abuse Professional for evaluation.

Refusal to accept a referral shall be grounds for disciplinary action which shall be administered in accordance with Article 23 of the collective bargaining agreement.

Section 6: Evaluation and Treatment

The opportunity for rehabilitation (rather than discipline) shall be granted once for any officer who is not involved in any drug/alcohol related criminal activity other than possessing for personal use and either:

- a) voluntarily admits to alcohol or drug abuse prior to testing; or
- b) tests positive for the first time.

Any employee who voluntarily admits to the Sheriff his/her use of or dependence upon illegal drugs and/or alcohol, or tests positive for the first time, shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program.

Any costs for an initial evaluation by a mutually agreed to substance abuse professional (SAP) shall be borne by the County. Any costs associated with treatment recommended by the evaluation shall be the employee's responsibility.

The employee may draw on any existing annual leave, sick and/or compensatory time accruals as long as he/she is in compliance with the recommendations of the SAP. The employee may draw on any existing sick time accruals for time spent during normal working hours under the care of a physical or for the time spent during normal working hours in scheduled activities prescribed by the SAP. The employee must, upon request by the Sheriff or his designee, provide a certificate from a physician and/or SAP recommended professional verifying the time claimed as sick leave.

Reinstatement to the employee's position may only occur upon certification that the employee has satisfactorily fulfilled the treatment plan prescribed by the SAP with a recommendation that the employee be returned to regular assignment. The Sheriff shall retain the right to assign and manage personnel in accordance with Civil Service Law and the collective bargaining agreement.

Any return to duty test will be scheduled on the employee's own time and the costs associated with the test shall be the responsibility of the employee if the results of the test are positive.

Upon returning to work an employee will be subject to a maximum of four (4) random tests in a twelve (12) month period. Every effort will be made to schedule these tests during normal working hours. If the tests are unable to be scheduled during normal working hours they will still be treated as time worked for payroll purposes. The costs associated with the tests shall be the responsibility of the employee if the results of the test are positive.

Section 7: Confidentiality and Employee Protection

The County shall take appropriate action against any individual or organization that violates an employee's right to confidentiality under this procedure.

Any disputes concerning the interpretation or application of this Appendix shall be subject to contractual grievance and arbitration procedures.

APPENDIX B - Wage Rates

2004 Salary Schedule						
<u>TITLE</u>	Trainee	<u>6 Mos.</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Criminal Investigator			\$17.009	\$17.343	\$19.422	\$20.719
Deputy Sheriff/Sergeant			\$17.009	\$17.343	\$19.422	\$20.719
Deputy Sheriff	\$13.964	\$14.820	\$15.670	\$16.305	\$18.336	

2005 Salary Schedule						
<u>TITLE</u>	Trainee	<u>6 Mos.</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Criminal Investigator			\$17.520	\$17.863	\$20.004	\$21.341
Deputy Sheriff/Sergeant			\$17.520	\$17.863	\$20.004	\$21.341
Deputy Sheriff	\$14.383	\$15.264	\$16.141	\$16.794	\$18.886	

2006 Salary Schedule						
<u>TITLE</u>	Trainee	<u>6 Mos.</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Criminal Investigator			\$18.045	\$18.399	\$20.604	\$21.981
Deputy Sheriff/Sergeant			\$18.045	\$18.399	\$20.604	\$21.981
Deputy Sheriff	\$14.814	\$15.722	\$16.625	\$17.298	\$19.453	

2007 Salary Schedule						
<u>TITLE</u>	Trainee	<u>6 Mos.</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Criminal Investigator			\$18.587	\$18.951	\$21.223	\$22.641
Deputy Sheriff/Sergeant			\$18.587	\$18.951	\$21.223	\$22.641
Deputy Sheriff	\$15.259	\$16.194	\$17.123	\$17.817	\$20.036	

In lieu of the longevity schedule Criminal Investigators, Deputy Sheriff/Sergeants, and Deputy Sheriffs shall receive the following additional steps. (Percentages will be applied to the step that the employee is on at the time of reaching the appropriate anniversary date:

<u>After</u>	<u>Percentage</u>
5 Years	1%
6 Years	1.5%
7 Years	2%
8 Years	2.5%
9 Years	3%
10 Years	3.5%
11 Years	4%
12 Years	4.5%
13 Years	5%
14 Years	5.5%
15 Years	6%
16 Years	6.5%
17 Years	7%
18 Years	7.5%
19 Years	8%
20 Years	8.5%
21 Years	9%
22 Years	9.5%
23 Years	10%
24 Years	10%
25 Years	10%

WCSP OA agrees to negotiate a Procedure for the Administration of Benefits for Wayne County Sheriff's Deputies Under Section 207-c of the General Municipal Law.