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Title: **Greene, County of and Greene County Sheriffs Office Corrections Officers and Sergeants Unit, Council 82, New York State Law Enforcement Officers Union, Local 2189 (2014)**

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GEN | 10823

AGREEMENT

between

GREENE COUNTY, NEW YORK

and the

**NEW YORK STATE LAW ENFORCEMENT OFFICERS UNION, COUNCIL 82, Local 2189
[Corrections Unit of Greene County Sheriff's Office]**

for the period

January 1, 2014 - December 31, 2019

1/1/14 - 12/31/19

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This Agreement between the County of Greene, New York, a municipal corporation existing under the laws of the State of New York, and the Sheriff of the County of Greene on behalf of the Greene County Sheriff's Office, hereinafter called the "Employer", and the New York State Law Enforcement Officers Union, Council 82, a membership corporation, party of the second part, hereinafter called the "Union" or "Council 82", shall be effective January 1, 2014.

ARTICLE 1

RECOGNITION AND CHECK-OFF

1.1 **Recognition:** The Employer recognizes the New York State Law Enforcement Officers Union, Council 82, for the full time Greene County Correction Officers and Sergeants Unit (hereinafter known as the "Union") as the sole and exclusive collective bargaining representative for all employees described above. The bargaining unit shall not include those employees presently represented by the Greene County Public Employees Local #968 of the American Federation of State, County and Municipal Employees, Council 66, those employees presently represented by the UPSEU (Nurses Unit), those employees represented by CSEA Local 1000 (General Unit) and Local 820 (Public Safety Personnel), Greene County, employees presently represented by Teamsters Local #294, and those employees presently represented by the Greene County Deputies Association or any other employees of the County/Sheriff's Office.

1.2 Check-Off

1.2.1 A. **Dues Deductions:** The Employer agrees that it shall deduct from the wages of the members of the Union and remit to the Union the regular membership dues and other authorized deductions for those members of the Union who sign authorizations permitting such payroll deductions. Such deductions shall be made in accordance with the authorization signed by the member and shall be revocable only in accordance with the instructions contained in the written authorization. The Employer shall transmit the amount so deducted, along with a listing of such employees to Council 82, at 63 Colvin Avenue, Albany, New York 12206.

B. **Credit Unions:** A credit union, through payroll deduction, shall be made available to all County employees.

1.2.2 **Agency Shop:** Council 82, 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 Council 82 in the amount equivalent to the dues levied by Council 82. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to Council 82, at 63 Colvin Avenue, Albany, New York 12206.

1.2.3 **Indemnification Clause:** The Union will indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Employer in reliance upon agency fee deductions or dues deduction authorization cards furnished by an employee and/or the Association.

1.3 Association Access

1.3.1 The officers and agents of Council 82 shall have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms of this Agreement.

1.3.2 Union representatives shall, on an exclusive basis, have access to employees during working hours to explain Union membership, services and programs under mutually developed arrangements with department or agency heads. Any such visits to employees during working hours shall not interfere with work duties or work performance, and such consultations shall be no more than fifteen (15) minutes per employee, per month and shall not exceed an average of ten percent (10%) per month of the employees in the operating unit where access is sought.

ARTICLE 2

RECIPROCAL RIGHTS

2.1 Association Business

2.1.1 Only the President of the Union, or one (1) employee designated to act in the President's absence, shall be allowed release time, without loss of pay or leave credits, for the following activities:

to attend grievance arbitration hearings;

to attend PERB conferences and hearings;

to attend labor-management meetings.

2.1.2 No more than three (3) employees shall be designated for the purpose of acting in the President's absence as set forth in Article 2.1.1. The President of the Unit shall notify the Sheriff of which employees have been so designated.

2.2 Release Time for Negotiations

2.2.1 Designated members of the Union shall be allowed release time, without loss of pay or leave credits, to participate in contract negotiations.

2.2.2 At any time, a maximum of three (3) employees shall receive release time for the purpose of negotiations. Release time shall be denied if, in the opinion of the Sheriff or designee, such release time will have a negative impact upon the operations of said Department. Release time shall not be unreasonably denied.

2.3 Requests for Release Time

2.3.1 Requests for the use of release time shall be made to the Sheriff or designee, on the standard request for leave form provided by the Employer.

2.3.2 All such requests shall be made at least forty-eight (48) hours in advance. Such requests will

not be unreasonably denied. An employee requesting such leave shall not be allowed to leave the worksite until such leave has been approved.

2.4 Release Time for Association Conferences

2.4.1

The President of the herein Unit, and/or the President's designee, shall be allowed release time without loss of pay or leave credits, to attend conferences and conventions of affiliated associations and organizations up to a maximum of 15 working days in any one calendar year.

Members of the bargaining unit duly elected as officers or delegates of Council 82's Corrections Unit shall be allowed release time without loss of pay or leave credits, to attend scheduled conferences and conventions of affiliated associations and organizations, not to exceed a total of ten (10) working days in any one calendar year. In the sole discretion of the Sheriff or designee this leave may be extended.

Any County employee elected to the Executive Board of the Union shall be allowed release time without loss of pay or leave credits, up to a maximum of six (6) days in any one calendar year.

2.4.2 The President of the Union shall document the nature of the conference and notify the Sheriff of which employees have been designated to represent the bargaining unit. The President or the President's designee, shall give the Sheriff or designee a forty-eight hour notice prior to any such leave.

2.5 **Bulletin Board:** The Union shall have exclusive use of bulletin board space maintained on the premises and facilities of the Employer.

2.6 **Meeting Room:** A meeting room will be available to Union members when requested, with reasonable advance notice. Requests for use of a meeting room are to be made to the office of the County Administrator for a meeting to be held when the County Office Building or Cairo Emergency Control Center is open for business.

ARTICLE 3

MANAGEMENT RIGHTS

3.1 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Employer; to determine the facilities, methods, means and number of personnel required for the conduct of County programs, to administer the Civil Service System, including examination selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law, to direct, deploy and utilize the work force, to establish specifications for each class of positions and to classify or reclassify and to allocate and reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of the Agreement.

ARTICLE 4

NO STRIKES

4.1 Council 82 and members of this bargaining Unit shall not engage in a strike, nor cause, instigate, encourage or condone a strike.

4.2 The Union and members agree to exert its best efforts to prevent and terminate any strike which might occur.

4.3 Nothing contained in this Agreement shall be construed to limit the rights, remedies, or duties of the Employer or the rights, remedies or duties of the Union, under State Law.

ARTICLE 5

DEFINITION OF EMPLOYEES

5.1 **Full-time Employees:** For the purpose of this contract a full-time employee shall be defined as an employee employed by the Employer, who works a full work week.

ARTICLE 6

WORK WEEK

6.1 The normal work week for all Jail employees of the Sheriff's Department shall be forty (40) hours per week.

6.2 For employees in this bargaining unit, the normal work week shall consist of five (5) eight (8) hour days. Nothing herein shall be construed as prohibiting the employees the ability of mutual exchanges, upon approval of the Jail Superintendent or designee.

6.3 Benefits earned or taken, described in Article 10 and Article 11 shall be computed as to the normal work week (hours worked) described above.

ARTICLE 7

COMPENSATION

7.1 **Salary**

7.1.1 The salary of each employee covered by this Agreement shall remain at the 2013 levels for 2014 and 2015 and 2016.

7.1.2 The salary of each employee covered by this Agreement will be modified in 2017 as follows:

* The employee will receive a lump sum payment equal to the employee's base rate on 12/31/16 increased by 2.5%. This lump sum is not added to the base;

* on 1/1/17 the employee's base rate from 2016 will be increased by 2.5% (there will be no cash payout for this adjustment, however,)

* effective on and retro to 1/1/17: 2.0% wage adjustment

7.1.3 The salary of each employee covered by this Agreement shall be increased by two percent (2.0%) effective January 1, 2018.

7.1.4 The salary of each employee covered by this Agreement shall be increased by two percent (2.0%) effective January 1, 2019.

7.1.5 All increases reflected above will be shown in Appendix B (By Year) and shall be calculated to four (4) digits.

7.1.6 When an employee is promoted he shall receive an increase which represents a one step increase in the new grade or the minimum of the new grade, whichever is greater. No one shall exceed the top of the range for the new grade.

7.1.7 Longevity Stipend. Effective January 1, 1997, employees shall receive an annual longevity stipend of five hundred dollars (\$500.00) payable in a lump sum in early December. The employee must have completed twelve (12) years of continuous County service on or before December 1st to be eligible for this payment. Effective January 1, 2006, the annual longevity increment will be paid to those employees who have completed ten (10) years of continuous County service on or before December 1st. Effective January 2018, bargaining unit members will be eligible for an additional \$500.00 longevity stipend after 20 years of service.

7.1.8 Line Up Pay (effective in the first pay period of January 2018): All bargaining unit members will be required to assemble for a pre-shift briefing, which will commence 15 minutes prior to their regularly scheduled shift, in order to be inspected and briefed. The County agrees to pay each employee at a rate of one and one-half (1½) times their normal rate of pay for this time frame. Each member must attend pre-shift briefing in order to receive the pay. An employee working more than their regularly scheduled hours will receive one pre-shift briefing pay per day. This payment will be in lieu of payment for security checks at the completion of each shift.

Line Up will not be considered as mandated time for purposes of Article 7.4.

7.2 Overtime

7.2.1 The employer shall pay time and one-half (1 1/2) monetary compensation to all full-time employees for all hours worked in excess of normal work week.

7.2.2 Holidays, sick leave, vacation and personal leave taken during the work week are to be considered as hours worked when determining overtime.

7.2.3 An employee called for duty in addition to the employee's regular working hours shall receive pay for not less than four (4) hours. As set forth in Article 7.2.1, such employee shall receive the overtime rate if the time actually worked is in excess of the employee's normal work week. If the employee does not work the full four (4) hours, the employee shall receive the straight-time rate for the remaining portion of the four (4) hours. Any recall for training purposes will be for a minimum of two (2) hours.

7.3 **Equalization of Overtime:** Available overtime shall be distributed equitably among qualified employees who normally do such work under the supervisor responsible for assigning the overtime involved unless none of such employees are available. Such distributions shall be made on a rotational basis. Deviations from rotation shall only be made in the case of sudden emergency, in which case the employee receiving the overtime shall go to the end of the rotation list; provided, however, that the authority granted by this section shall not be abused to avoid equitable rotation. The initial rotation list shall be set up on the basis of seniority. Refusal of overtime shall be treated as overtime worked for the purpose of placement on the rotation list.

In the event an available employee is skipped when available overtime is distributed among qualified employees who normally do such work under the supervisor responsible for assigning the overtime involved, the employee skipped shall be allowed to work the next available overtime equivalent to the amount of overtime the employee would have worked had the employee not been skipped.

A record of employees who have worked overtime shall be updated on a daily basis, if needed, and shall be maintained in an area mutually agreed upon by both parties. This information recorded shall include the date of the overtime and the name of the person who is/worked the overtime.

7.4 **Holiday Pay:** If an employee works on:

New Year's Day	Martin Luther King Day
President's Day	Independence Day
Memorial Day	Columbus Day
Labor Day	Veterans' Day
Election Day	Christmas Day
Thanksgiving Day	

he/she shall be compensated at the rate of one and one-half times his/her normal rate of pay, and if an employee works on any other holiday set forth in Article 10, he/she shall be compensated at his/her normal rate of pay. In addition, any employee working on any of the holidays enumerated in Article 10 shall receive another day to be added to the employee's vacation.

7.5 **Cafeteria Plan:** The County will implement a "125" Cafeteria Plan. Employees are to contact the Director of Human Resources with any questions.

ARTICLE 8

PENSION

8.1 The County shall provide the New York State Employees' Retirement System plan known as Section 75-I.

8.2 Correction Officers shall be eligible for retirement at half pay after twenty-five (25) years of service regardless of age.

ARTICLE 9

HEALTH INSURANCE

9.1 Eligibility

9.1.1 The Employer shall provide hospitalization and major-medical insurance, which includes alcohol and drug rehabilitation benefits, for each full-time employee and the employee's eligible dependent(s).

9.1.2 The Employer shall provide a dental plan as outlined in Appendix C and a vision care plan as outlined in each health insurance plan option for each full-time employee and the employee's eligible dependent(s).

Effective January 1, 2012, employees will contribute as follows for participation in the County Dental Plan:

<u>individual coverage:</u>	\$2.00 per pay period;
<u>two-person coverage:</u>	\$3.00 per pay period;
<u>family coverage:</u>	\$5.00 per pay period.

Effective January 1, 2012, the County will provide a \$1,500.00 orthodontic rider (maximum lifetime per eligible child).

9.2 Insurance Plans

9.2.1 A. An employee may elect to enroll in the Greene County Preferred Provider Organization plan ("PPO"), which features both an in-network and out-of-network level of benefits. In the alternative, an employee may elect to enroll in the Greene County Exclusive Provider Organization ("EPO") plan, which features an in-network level of benefits.

2. An employee may elect to enroll in the Greene County PPO plan within six (6) months prior to the employee's retirement.

3. Effective January 1, 2005, the prescription drug co-pay(s) and the doctor visit co-pay(s) shall be the lowest standard rate offered by the carrier.

C. Any change to prescription drugs and the doctor visit co-pay will be referenced to a Health Insurance Committee comprised of three (3) Union and three (3) County people. The Committee will review the matter and make a recommendation as to how to proceed. If the recommendation of the Committee is not accepted by the Legislature, the increase proposed by the carrier will be implemented. The implementation of the higher prescription drug co-pay will not be subject to the grievance procedure.

D. The Employer may change carriers and/or provide alternate plans during this Agreement, provided such alternate plans are substantively equivalent to or more comprehensive than the Primary Plan provided.

E. Effective August 1, 2017, the PPO and EPO will be a deductible plan, which includes mandatory mail order for prescription maintenance medications. Deductible plan will be as follows: \$400/\$800 yearly deductible with \$1000/\$2000 yearly out-of-pocket maximum; coinsurance in effect once deductible obtained (Plan pays 80%/Employee 20%); and continuation of Employee premium contribution.

9.3 Premium Payments

9.3.1 Effective January 1, 1997, all newly hired employees shall contribute ten percent (10%) toward the premium cost of health insurance. Effective July 18, 2012, all newly hired employees shall contribute twenty (20%) percent toward the premium cost of health insurance.

9.4 Health Insurance Buy-Out

9.4.1 A full-time employee who is insured under another health insurance plan may elect to refuse participation in the Employer's health insurance plan. Such employee shall receive a minimum of one hundred dollars (\$100.00) for each month the employee is eligible but does not elect coverage. The monthly payment paid to an employee shall equal one-twelfth (1/12) of thirty-three and one-third percent (33 1/3%) of the employer's savings as a result of the employee's opting out of health insurance coverage or One Hundred Dollars (\$100.00) per month, whichever is greater. Payment shall be made the first pay period of the following month.

9.4.2 A. To be eligible for the health insurance "buy-out", the employee must document that the employee is covered under another health insurance plan. Thereafter, such employee must provide documentation on, or immediately before, December 1st of each year.

B. Effective July 18, 2012, in the event that a husband and wife are both employees of the County and one is receiving health insurance benefits from the County, the other spouse shall not be entitled to the buy-out option.

9.4.3 An employee may elect to resume coverage in the Employer's health insurance plan on the first day of the following month provided the employee gives the Employer a minimum of five (5) business days notice. Reinstatement shall be subject to any terms, conditions and/or limitations pertaining to preexisting medical conditions as set forth in the contracts issued by the carrier.

ARTICLE 10

HOLIDAYS

10.1

10.1.1 **Holiday Pay:** If an employee works on:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Independence Day
5. Memorial Day
6. Labor Day
7. Columbus Day
8. Election Day
9. Veterans' Day
10. Thanksgiving Day
11. Christmas Day

he/she shall be compensated at the rate of one and one-half times his/her normal rate of pay. In addition, any employee working the enumerated holiday shall receive another day to be added to their vacation accruals.

10.1.2 Employees shall also be granted (2) floating holidays. The floating holidays will be February 12th (provided the employee was on the payroll as of February 12) and the Friday after Thanksgiving.

Employees working the floating holidays will be compensated at their normal rate of pay. The "floating holiday" may only be taken with the prior permission of the Sheriff or designee.

Employees will receive one day added to their vacation accruals for each floating holiday.

Vacation accruals for floating holidays will be added to the employee's vacation bank the pay period following the floating holiday.

ARTICLE 11

LEAVES

11.1 Vacation Leave

11.1.1 Vacation credits shall accrue each pay period as to hours worked. The following schedule indicates the number of hours accrued each pay period for a full-time employee:

<u>Vacation Hours Accrued Biweekly</u> <u>Full-time Employees</u>	
	<u>80 Hour</u> <u>Biweekly</u> <u>Employee</u>
Date of employment to completion of 4 years' service (10 days annually)	3.076960
Beginning of 5th year of completion of 9 years' service (15 days annually)	4.615360
Beginning of 10th year to completion of 14 years' service (20 days annually)	6.153840
Beginning of 15th year to completion of employment (25 days annually)	7.692320

11.1.2 An employee may use vacation credits earned upon prior approval of the Superintendent or designee; use of said time may be denied if a granting would interfere with the operations of the Jail.

11.1.3 Vacation credits may be accumulated to the following maximums:

<u>Normal Work Week</u>	<u>May Accumulate:</u> <u>Days</u>	<u>Hours</u>
40 hour/week employec	30	240

11.1.4 In the Sheriff's Office, vacation schedules shall be arranged in advance of each year.

1. "Prime Vacation Periods" shall be defined as any period of a calendar year where application for vacation leave exceeds acceptable staffing levels as established by the Greene County Sheriff's Department.

2. To ensure the equalization of vacation leave usage, "Prime Vacation Periods" shall not be awarded to the same senior employee for any two consecutive years.

3. "Prime Vacation Period" as determined by paragraph "A" above, shall be re-bid by the employees on an annual basis.

11.1.5 New Employees shall not be entitled to use any benefit described in Article 11.1.1, 11.1.2 or 11.1.3 during the employee's first twelve (12) weeks' of employment. Upon completion of this 12 weeks', the employee shall be entitled to benefits in Article 11.1.1, 11.1.2 or 11.1.3 accrued from day of employment.

11.1.6 Upon termination of service, any unused vacation, up to the maximum allowable number of days/hours as set forth in Article 11.1.3, will be paid for at the regular rate of pay.

11.1.7 If a holiday falls within the vacation period, one extra day will be added to the vacation.

11.1.9 Sale of Leave Benefits

Vacation Leave: Employees will be allowed the option to sell vacation time to the County at the rate of One Hundred percent (100%) of its value at the time the option is exercised. The sell-back payments will be made in January following the year in which the sell-back option is exercised. Payment will be made by separate check. The election to sell back must be made by the last Friday of September.

11.2 Sick Leave

11.2.1 Definition of Sick Leave: An employee contracting or incurring any non-service connected illness or disability that renders such employee unable to perform the employee's duties, shall receive sick leave with pay to the extent that such employee has been credited with sick leave. An employee may use accumulated sick leave credits for the illness of a child, spouse, parent or a member of the immediate household.

11.2.2 Sick Leave Allotment: A full-time employee shall be credited with sick leave credits in accordance with the following schedule for each biweekly pay period. No credit shall be earned while an employee is on an unpaid leave of absence.

Sick Leave Hours Earned/Accrued
Biweekly
Full Time Employees

	<u>80 Hour Biweekly Employee</u>
10 days annually	3.076907
15 days annually	4.615360

Employees hired after January 1, 1994, will accumulate ten (10) days of sick leave annually; current employees shall continue to accrue fifteen (15) days of sick leave annually.

11.2.3 Verification of Sick Leave

a. The Sheriff or designee, may require medical certification from an employee when the Sheriff or designee, has determined that a systematic pattern of abuse of sick leave has occurred and has so notified said employee in writing.

b. The Sheriff or designee may also require the employee to be examined at the expense of the Employer by a physician designated by the Employer.

c. Upon request, an employee shall authorize the employee's personal physician, and/or the physician designated by the Employer, to release all relevant medical information pertaining to a disability claim only.

d. In the event an employee is believed to have engaged in sick leave abuse, the Unit President will be notified at the time disciplinary charges, if any, are filed pursuant to Article 15 of this Agreement. Thereafter and within ten (10) workdays, the Unit President may request a meeting with the County Administrator or designee. If the charges can not be resolved, the matter may be moved to Arbitration pursuant to the procedures established in Article 15 of this Agreement.

11.2.4 Sick Leave and Holidays/Vacations

a. An employee who is absent due to illness on work days before, on or after a holiday or vacation day shall not receive sick leave with pay unless medical verification for said illness is provided.

11.2.5 Accumulation: A full-time employee may accumulate sick leave credits to a maximum of two hundred (200) days.

11.2.6 Sell-Back of Unused Sick Leave

a. Unused sick leave credits, for up to a maximum of one hundred and sixty (160) days, shall be paid at the rate of seventy-five percent (75%) upon the retirement, voluntary quit or death of an employee who has at least five (5) years of continuous service with the Employer.

b. Unused sick leave credits, for up to a maximum of one hundred and sixty (160) days, shall be paid at the rate of seventy-five percent (75%) upon the layoff of an employee who has at least five (5) years of continuous service with the Employer.

c. Unused sick leave credits shall not be paid upon an employee's termination for just cause.

11.2.7 Workers' Compensation: If any portion of a subsequently awarded compensation award covers a period for which an employee has used accrued sick leave, then that proportion of the compensation award shall be credited to restoring a prorated share to the employee's sick leave accrual.

11.3 Personal Leave

11.3.1 Personal leave shall be earned/accrued in accordance with the following schedule. No employee shall be restricted from using personal leave credits provided a twenty-four (24) hour notice is given prior to taking such leave.

Personal Leave Hours Earned
Accrue Biweekly
Full-time Employees

80 Hour
Biweekly
Employee

Equivalent to five (5) days
per year.

1.538480

11.3.2 Personal Leave may be accumulated to a maximum of five (5) days.

11.3.4 Personal Leave benefits shall not be paid upon termination for any reason.

11.4 **Bereavement Leave:** Each employee shall be allowed five (5) days' Bereavement Leave for the death of a spouse or child and/or in his/her immediate family, including mother, father, stepparents, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchildren and stepchildren provided leave is taken within the immediate time frame of death and/or burial.

11.5 In the event of severe storms, floods or acts of God, an employee who has made every diligent and reasonable effort to report to work at the regular starting time and who is subsequently late shall not be penalized through the reduction of accrued benefits.

Should the County offices be closed, the employees of 24 hour facilities shall be entitled to an equal amount of time added to their vacation accruals. The County will set up an answering machine detailing any County closures.

11.6 **Civil Duty:** All employees who are members of fire, ambulance or rescue squads shall be given time off with pay and no loss of leave credits provided that the employees will return forthwith to their work assignment when released by the officer in charge or whenever the employee's presence is no longer required. Release of the employee shall be at the discretion of their Sheriff or designee.

ARTICLE 12

TUITION REFUND

12.1.1 Full-time permanent employees are entitled to tuition reimbursement upon presentation of a certificate of successful completion and a voucher evidencing the cost of education credits as to the following criteria:

- a. Employee receives prior approval from Sheriff or designee.
- b. Education credits must be relative to improving employee's work skills in employee's position.

c. Permanent status employee who completes one (1) year of service is entitled to six (6) credit hours per calendar year.

12.1.2 "Tuition Reimbursement" means the actual cost for the course(s) being taken, to include lab fees, but not to include any other fees. The maximum reimbursement rate shall be based on whether the course work is at the undergraduate or graduate level and reimbursement shall be at the appropriate rate (or equivalent) currently in effect at SUNY Albany for the semester in which you are applying.

12.1.3 If the employee's application is denied, he/she shall receive a written statement of explanation for such denial. This shall be subject to the grievance procedure.

Employee shall guarantee Employer continued employment at the rate of one month for each credit hour or will return to the Employer the tuition reimbursement.

ARTICLE 13

MILEAGE AND MEAL ALLOWANCE

13.1 **Mileage Reimbursement:** Effective upon the execution of this Agreement, the employer shall reimburse an employee for any and all incurred mileage, at the approved IRS rate. In situations where an employee is required to attend training, or a work-related meeting which is out of the County, the employee shall be reimbursed mileage "portal-to-portal". "Portal-to-portal" shall mean the employee is reimbursed mileage from the employee's home to the training/meeting site and back to the employee's home or work location.

13.2 **Meal Allowance:** Effective upon the execution of this Agreement, the Employer shall pay a meal allowance to an employee on Employer business as outlined in the then prevailing resolution of the Greene County Legislature.

ARTICLE 14

OUT OF TITLE

14.1 An employee may be assigned by the Sheriff or designee to perform duties of a higher classification. Only in such event, he/she shall be compensated for such duties during the period the employee performs same at the higher rate of pay (to be determined at the employee's current salary step).

14.2 An employee may be assigned by the Sheriff or designee to temporarily perform the duties of a lower classification. In that event, he/she shall be compensated at his/her regular rate of pay.

ARTICLE 15

PROBATION AND DISCIPLINE

15.1 Probationary Period

15.1.1 An employee in the competitive, noncompetitive or labor classes shall be on probation for a period consistent with Greene County Civil Service Rules.

15.1.2 Probationary, Provisional, Temporary and Seasonal Classifications: An employee in a competitive civil service classification who is on probation or who has been appointed to a position on a provisional, temporary, seasonal, emergency or training basis as defined by Civil Service shall not be entitled to appeal any disciplinary action taken against said employee, nor shall the Union have the right to appeal such action on the employee's behalf.

15.2 Discipline for Just Cause: No employee with a permanent appointment shall be disciplined except for just cause. Such employee shall be served with a written notice of the action and the reason for it. Simultaneously, a copy of the notice shall be sent to the President of the Greene County Corrections Unit of Council 82.

15.3 Appeal of Disciplinary Action

15.3.1 If the Union disagrees with the disciplinary action, the President of the Unit may appeal the matter, in writing, to the County Administrator or designee. The appeal must be submitted, in writing, within ten (10) work days from receiving the notice of discipline. Failure to submit the appeal within said ten (10) days shall make the matter ineligible for further appeal under this Article or any other procedure.

15.3.2 Within fifteen (15) work days after receiving the appeal, the County Administrator or designee shall meet with the disciplined employee and the designated representative of the Union. Within fifteen (15) work days after said meeting, the County Administrator or designee shall issue a written response. Said response shall be given to the President of the Unit.

15.3.3 If the Union is not satisfied with the response of the County Administrator or designee, the President of the Unit may elect to submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and procedures. The demand for arbitration must be filed within ten (10) work days from receiving the response from the County Administrator or designee or when the response should have been received. Failure to file the demand within said ten (10) days shall make the matter ineligible for arbitration or any other appeal and the case will be deemed to be closed.

15.3.4 All decisions rendered in such arbitration shall be final and binding upon both parties.

15.3.5 The arbitrator's fees shall be shared equally by the Union and the Employer.

15.4 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving

challenges to disciplinary action, hence, wholly replacing the statutory provisions provided in Sections 75 and 76 of Civil Service Law.

ARTICLE 16

SENIORITY AND LAYOFFS

16.1 Seniority

16.1.1 Seniority shall be defined as the length of an employee's continuous service in the bargaining unit, commencing from the date of the employee's original employment in title.

16.1.2 An employee (with permanent status as to Civil Service) returning to employment within one (1) year, within the same classification as when employee left employment, shall maintain continuous service status as to seniority and/or original date of employment, provided employee was not terminated with cause. (Source Reference: Section 80, Civil Service Law).

16.2 Seniority and qualifications shall be the basis for promotions and filling existing vacancies and new positions before employing outside help.

16.3 Seniority and qualifications shall be the governing factors in shift assignments, scheduling of vacations, scheduling of work week assignments, scheduling of holidays, and layoff made pursuant to law.

16.4 Provisional appointments to promotional positions shall be based upon seniority. The Employer agrees to utilize promotional exams in lieu of open competitive exams wherever possible. Permanent appointments to competitive class positions shall be made pursuant to the provisions of the Civil Service Law.

16.5 Layoffs: In the event of a layoff, seniority shall be the determining factor, as applied on a County-wide (as opposed to departmental) basis. "Horizontal bumping" within grade and title shall be allowed, as provided for in Sections 80, 81 and 85 of the Civil Service Law.

16.6 Notice of Layoffs: The Employer agrees to notify and meet with Council 82 officials before any layoffs transpire in the Sheriff's Office.

16.7 Recall Procedure: This procedure shall take effect except where Civil Service Law must be used. When the work force is increased after a layoff, permanent employees will be recalled according to seniority as defined in Article 16.1.1, provided they are capable of performing the duties of the position. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If the employee fails to respond within five (5) days after receipt of the registered or certified mail, he/she forfeits his/her right at that time to be recalled. Recall rights shall expire three (3) years from the date of original layoff. No new employee shall be hired until all qualified employees on layoff have been notified as stated above.

ARTICLE 17

EMPLOYEE EVALUATIONS

17.1 **Purpose:** The purpose of employee evaluation shall be to evaluate employee performance. All evaluations shall be in writing on a standard evaluation form provided by the Employer. The criteria for evaluation is not a mandatory subject of negotiation between the parties.

17.2 **Orientation:** An employee shall be presented with the standard evaluation form and procedures during the employee's initial employment orientation.

17.3 **Frequency of Evaluations**

17.3.1 Newly hired employees will be evaluated at least every three (3) months during their probationary period.

17.3.2 Each employee will be evaluated on a yearly basis.

17.4 **Conferences**

17.4.1 Within five (5) work days after an evaluation, there will be a meeting between the employee and the evaluator. The employee shall be given a copy of the evaluation report prior to the meeting. Should deficiencies be recorded in the performance of the employee, the employee will be provided with specific, reasonable, written recommendations for improvement.

17.5 **Reply:** Any written reply made by the employee shall be attached to and made a part of the evaluation report.

ARTICLE 18

JOB SECURITY

18.1 Work normally performed by employees covered by this Agreement shall not be contracted out if it will result in the loss of employment to employees covered by this Agreement.

18.2 The Employer anticipates no layoffs in this bargaining unit during the term of this Agreement.

ARTICLE 19

WORKING CONDITIONS

19.1 The Employer shall notify the Union at least seven (7) days in advance of any change in working conditions or methods except where such change is required by an emergency or major disaster over which the Employer has no control.

19.2 **New Employees:** The Employer agrees that it shall notify the President of this Unit as to new employees hired within fifteen (15) days of hire, together with job classification and whether their employment is on a permanent, provisional or temporary basis.

19.3 The Employer agrees that any employee may review his/her personal history file on request by employee or officer of this Unit with the written consent of the employee. The Employee may also submit a written statement of rebuttal of any material contained in such file.

19.4 Job descriptions, typed completely and understandably and with a full explanation of job duties and requirements, shall be provided to each employee. No changes will be made of job duties, descriptions or titles without proper Legislative and/or Civil Service approval.

19.5 **Corrections Officers**

19.5.1 Corrections Officers will not be required to assume cooking or dishwashing duties except in emergency situations as declared by the Sheriff or designee.

19.5.3 Any trip of 225 miles or more, one way, shall be an overnight trip for reasons of safety.

19.5.5 **Service Shoes:** Upon a showing of need, the Sheriff or designee, in his discretion, shall provide one pair of service shoes to each full-time Correction Officer. The service shoe supplier will be selected in the sole discretion of the Employer.

19.5.6 The Civil Service status of Correction Officers shall be in accordance with Local Law 5 of 1991.

19.6 **Shift Differential**

19.6.1 An employee who's normal shift is between the hours of 3:00 p.m. to 11:00 p.m. shall be paid a differential of fifty cents (\$0.50) per hour for all time worked during such hours. Effective June 21, 2017, the differential will increase to seventy-five cents (\$0.75) per hour for all time worked during such hours.

19.6.2 An employee who's normal shift is between the hours of 11:00 p.m. to 7:00 a.m. shall be paid a differential of seventy-five cents (\$0.75) per hour for all time worked during such hours. Effective June 21, 2017, the differential will increase to one dollar (\$1.00) per hour for all time worked during such hours.

ARTICLE 20

OFF-THE-JOB DISABILITY

20.1 The Employer shall provide New York State Disability Insurance at no cost to the employees.

ARTICLE 21

PAST PRACTICES

21.1 The parties hereby agree and acknowledge that, in the negotiations which led to this Agreement, each party had the right and opportunity to make proposals with respect to any and all terms and conditions of employment. The resulting agreements reached by the parties are fully and completely set forth in this Agreement. All prior agreements, rules practices, policies, or regulations regarding terms and conditions of employment, to the extent they are inconsistent with this Agreement, are superseded. Any and all rights, privileges and benefits which have been heretofore given or accrued and/or enjoyed by one, or some, or all the employees if not explicitly* set forth in this Agreement are forever remised, released and discharged, and any and all rights or claims for such have been satisfactorily adjusted and compromised in consideration of the entire explicit terms set forth in this Agreement.

ARTICLE 22

RIGHT TO REOPEN CONTRACT

22.1 In the event that any other contract entered into by the Employer with another County employee bargaining agent or group shall contain a meaningful difference from the contents of this contract, the Union and/or the Employer may request to reopen this contract for the sole purpose of negotiating in connection with such meaningful difference.

ARTICLE 23

CONCLUSION OF COLLECTIVE NEGOTIATIONS

23.1 This Agreement is the entire Agreement between the Employer and the Union, terminates all prior agreements and understandings, and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or other means, including reopening, except as specifically set forth herein.

The parties agree to support jointly any legislation or administration action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled for the term of this Agreement in accordance with the provisions thereof.

ARTICLE 24

SEVERABILITY

24.1 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 effect as if such invalid portion had not originally been included herein.

ARTICLE 25

APPROVAL OF THE LEGISLATURE

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

ARTICLE 26

CONSTRUCTION OF CONTRACT

- 26.1 This contract shall be construed to be in accordance with the laws of the State of New York.
- 26.2 If any difference arises with respect to the administration, meaning or construction of this contract, it shall be referred and processed in accordance with the Grievance Procedure.

ARTICLE 27

DURATION OF CONTRACT

- 27.1 This contract shall continue in full force and effect from January 1, 2014 to December 31, 2019. This contract shall remain binding and in full force and effect during any period of negotiations and until a new Agreement is signed by both parties.
- 27.2 At any time during the months of June, July and August, 2019, either party may notify the other in writing to the effect that they wish to terminate, amend or modify this contract.

ARTICLE 28

GRIEVANCE PROCEDURE

Preamble

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances through procedures under which parties may present grievances free from coercion, restraint, reprisal.

28.1 Definitions

28.1.1 "Employee" shall mean any person(s) covered by this Agreement as provided for under Article 1.1 (Recognition and Check-Off) and Article 5.1 (Definition of Employees).

28.1.2 "Employer" shall mean the County of Greene, the Sheriff of the County of Greene, or their respective representatives.

28.1.3 "Association" or "Union" shall mean the Council 82 and its representatives.

28.1.4 "Grievance" shall mean any claimed violation, misrepresentation or improper application of this Agreement or of any laws, rules, procedures, regulations, administrative order or work rules of the Employer, or those matters affecting employees' health or safety, physical facilities, materials or equipment furnished to the employees or supervision of employees, or any other matter in which the employee feels he/she has been dealt with unfairly.

28.1.5 "Supervisor" shall mean the employee on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work.

28.1.6 "Days" shall mean all days other than Saturday, Sunday and Holidays, which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

28.2 Rights of the Parties

28.2.1 Rights of Grievant

28.2.1.1 The Grievant may select the Council 82 Local Unit President or his designee and/or a Union staff representative to assist him/her in the processing and/or preparing of grievances, except that no representative may be present from any employee organization other than the Union.

28.2.2.2 The Grievant shall have access to all written statements, records and materials relating to the grievance which are part of the personnel file.

28.2.2 Rights of the Union

28.2.2.1 The Union shall receive a copy of any written grievance, including supporting materials attached thereto and submitted therewith, and or any decision rendered pursuant to this procedure.

28.2.2.2 The Union shall have the right to submit briefs to support or refute allegation of any party in a grievance.

28.2.2.3 The Union shall have the right to submit grievances on its own behalf.

28.2.2.4 Release Time for Grievances

a. Only the aggrieved employee and/or the President of the Local Unit and/or one employee designated to act by the President, shall be allowed release time, without loss of pay or leave credits, for the purpose of investigating and presenting a grievance.

b. Requests for the use of release time shall be made to the Sheriff or designee, on the standard request for leave form provided by the Employer. Except in an emergency, requests shall be made sufficiently in advance to permit proper scheduling. The aggrieved employee and/or, except in an emergency, the President of Unit and/or the President's designee, shall not be allowed to leave the worksite until such leave has been approved.

28.2.3 Mutual Rights: In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the Sheriff, the County Administrator or their respective designees fail to make a decision within the required time period, as set forth in Step Two, the grievance shall be deemed to be resolved in favor of the aggrieved.

28.3 Presentation

28.3.1 Step One: Sheriff or designee: An employee who claims to have a grievance shall present said grievance, in writing, to the employee's Sheriff or designee within twenty (20) days of its occurrence, or of when the employee becomes aware of it.

28.3.1.2 The Sheriff or designee shall meet with the parties to resolve the grievance within five (5) days. After the meeting he/she shall render a written decision within five (5) days.

28.3.2 Step Two: County Administrator

28.3.2.1 If the grievance is not satisfied, the aggrieved party may appeal the matter to the County Administrator. The appeal must be submitted, in writing, within ten (10) work days from receiving the response from the Sheriff or designee.

28.3.2.2 Within ten (10) work days after receiving the appeal, the County Administrator or designee shall meet with the President of the Unit to review the grievance for a resolution thereof. Within ten (10) work days after said meeting, the County Administrator or designee shall issue a written response. Said response shall be given to the President of the Unit. If the grievance is not resolved, it

may be moved to Step Three, Binding Arbitration, provided a notice of appeal is received by the County Administrator or designee within ten (10) work days of the receipt of the Step Two determination.

28.3.3 Step Three: Binding Arbitration

28.3.3.1 In the case of grievances concerning the interpretation of this Agreement or breaches or claimed breaches thereof, the Union may substitute itself for the aggrieved party and appeal an unsatisfactory decision at Step Two in accordance with the rules of the Public Employment Relations Board. The decision arrived at shall be final and binding upon both parties to the agreement, subject to appeal in accordance with the terms of Article 75 of the CPLR.

28.3.3.2 The fees and expenses of the arbitration shall be borne equally by the parties.

28.3.3.3 The arbitrator shall hold a hearing and issue a decision in accordance with the Rules of PERB.

28.3.3.4 The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor to render any decision which contravenes established law, regulation or ordinance.

28.4 General Considerations

28.4.1 All grievance discussions, meetings, conferences and hearings shall be conducted as much as possible during the normal work day.

28.4.2 The time limits at any step may be extended by written mutual consent of the parties.

28.4.3 Verbatim minutes may be requested to be taken at an arbitration proceeding; the party requesting same will pay for all copies and provide a copy to the other side upon request. The term "party" shall mean the "Employer" or "Union".

ARTICLE 29

PROCEDURE FOR THE ADMINISTRATION OF 207-c OF THE GENERAL MUNICIPAL LAW FOR THE GREENE COUNTY SHERIFFS DEPARTMENT

Section 1. INTENT

In order to insure that determinations arising by virtue of the administration of the provisions of Section 207-c of the General Municipal Law satisfy the interest of those potentially eligible for its benefit, the County of Greene, and the public, the following procedure shall be utilized to make determinations in regard to benefits and/or light duty assignments authorized by Section 207-c.

The term "correction officer," as used herein, shall include all sworn members of the Greene County Sheriff's Department. The term "sworn member" as used herein shall include Correction Officers and Correction Sergeants of the Greene County Sheriff's Department and Jail.

Section 2. NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT

(a) (i) A Correction Officer who alleges to be injured in the performance of duties or who alleges to be taken sick as a result of the performance of duties and who seeks any benefit afforded by Section 207-c, shall give written notice to the Sheriff, or the Sheriff's designee, within 48 hours of (1) an incident causing such an injury or sickness which prevents the performance of duties or, (2) an incident causing such injury or sickness which gives rise to a need for medical or hospital care or, (3) a claim of recurrence of either (1) or (2), above; provided, however, that a Correction Officer taken sick allegedly as the result of performance of duties, shall provide such notice as soon as he or she believes that the sickness is the result of the performance of duty, but in no event later than 20 calendar days from the time such sickness should have been discovered to have been a result of the performance of duties. In the event of a personal inability to give notice, such notice may be made by another acting on behalf of such Correction Officer. The notice shall also describe the nature of the injury or sickness and the name of the treating physician.

(ii) Any and all accidents incurred in the performance of duty must be reported, regardless of whether the Correction Officer lost time or required/received medical attention; however, if the Correction Officer seeks GML status for an alleged injury/illness, the Correction Officer must seek or have sought medical attention.

(iii) A copy of the Notice and GML §207-c Application shall be forwarded to the Director of Personnel/HR Director or designee within 24 hours of receipt by the Sheriff's Office.

(b) **RECURRENCE:** In the event of a recurrence, as detailed above, the Correction Officer must detail which injury or sickness gave rise to the recurrence and provide the date of the initial injury or illness. In addition, the Correction Officer must provide any verifying medical report detailing the recurrence.

In the event further medical verification is deemed necessary, the Correction Officer will submit to medical examination as directed by the Sheriff or his designee and as detailed in this procedure, including those detailed in Sections 4 and 5, below.

(c) To aid in the administration of the provision of this subdivision, the Sheriff, or the Sheriff's designee, may utilize or develop an application form which shall be completed either by a Correction Officer seeking benefits or, in the event of an inability to do so, by another acting on his/her behalf and which shall be filed with the Sheriff, or the Sheriff's designee. Such form shall be completed and filed by a Correction Officer or his/her representative, promptly, but no later than seven (7) calendar days after the incident or

belief described above. If filed by someone other than the Correction Officer, the Correction Officer shall countersign the form when able to do so. The information on the form shall be sworn to by the Correction Officer or person filing the form and contain a statement that its content is true and subject to the penalties of perjury.

(d) The failure to satisfy any time limits specified above, shall render a notice or filing untimely and shall preclude an award of any benefits pursuant to Section 207-c of the General Municipal Law; provided, however, that the Sheriff shall have the discretionary authority to excuse a failure to provide notice or file a report upon good cause shown.

Section 3. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS

- (a) In the event a Correction Officer asserts an inability to perform duties, he or she shall be placed on sick leave until such time as it is determined that he or she is eligible for the benefits of Section 207-c.
- (b) In the case of any employee who has no sick leave time accrued to his/her credit, the County will advance sick leave for the purposes of this Section 3, until such time as a determination pursuant to Section 4, below is made. In the event that the employee is denied 207-c eligibility and either the employee does not appeal this denial or after appealing the denial, the denial of benefits is upheld, the employee will reimburse the County in time or money for the sick leave time advanced.
- (c) In the event that an employee is found to be eligible for 207-c benefits, the employee will have all used sick leave credits restored.

Section 4. BENEFIT DETERMINATIONS

An application for the benefits of Section 207-c of the General Municipal Law shall be processed in the following manner:

- (a) The Sheriff, or the Sheriff's designee, shall together with the Director of Personnel/HR Director for the County promptly review an application timely made and any other pertinent documents or evidence available, including medical support provided by the Correction Officer; such documents or evidence to be directly related to the illness/injury and body part. Should he or she determine that the Correction Officer was injured in the performance of duty or that the Correction Officer was taken sick as a result of the performance of duty so as to necessitate medical or other lawful treatment, the Sheriff, or the Sheriff's designee and/or the Director of Personnel/HR Director, shall, pursuant to Section 207-c, direct payment of the full amount of the regular salary or wages until the disability arising therefrom has ceased and shall insure that the County, through the health insurance provided to the Correction Officer, will be responsible for the cost of medical or other lawful treatment and for any hospital care associated with such injury or illness. (It is understood that any amounts not otherwise covered by the health insurance carrier will be paid or reimbursed, as necessary by the County or its worker's compensation fund.) A written notice of such determination shall

be provided to the Correction Officer, placed in the Correction Officer's personnel file and provided to the County's Insurance Clerk.

In the event the Sheriff (or designee) and Director of Personnel/HR Director disagree, the County Administrator shall make the final determination.

(b) The payment of full salary or wages may be discontinued as expressly provided by Section 207-c. Any review of eligibility for the continuation of benefits may only occur after an assessment of the medical condition of a Correction Officer or other information raises a question as to whether a disability may have ceased or whether the extent of a disability may have diminished so as to permit a light duty assignment, as the case may be.

(c) In the event a question arises as to either initial eligibility for benefits or the continuation of benefits once awarded, the following procedure shall apply:

(i) The Sheriff, or the Sheriff's designee, and/or the Director of Personnel/HR Director shall promptly inquire into the fact(s) surrounding the matter at issue. A Correction Officer may be required to submit to one or more medical examinations as may be necessary to determine the existence of a disability or illness and its extent. To resolve a question of initial or continued eligibility for benefits, a decision shall be made on the basis of medical evaluations and other information as may be available and/or as may be provided by the Correction Officer. A Correction Officer or his/her representative may produce any document, sworn statement, or other record relating to the alleged injury or sickness or the incident alleged to have caused such. The Sheriff, or the Sheriff's designee, and/or the Director of Personnel/HR Director shall have the authority to employ medical specialists and other appropriate individuals; may at reasonable times and at reasonable notice, require the attendance of the Correction Officer or any witness to an incident to secure information; may require the Correction Officer to sign a release or waiver for information of his/her medical history (which information shall remain confidential); and may undertake any other reasonable act necessary for making a determination pursuant to this procedure (including, but not limited to, requiring the Correction Officer to submit a detailed sworn statement of the circumstances surrounding his/her alleged injury or sickness).

All medical examinations directed by the Sheriff or his designee pursuant to this Section shall be at the expense of the Employer.

(ii) The Sheriff, or the Sheriff's designee, and/or the Director of Personnel/HR Director, shall make a determination as to initial or continued eligibility for benefits based upon information collected or obtained pursuant to this process. A Correction Officer shall be notified in writing of the final determination made. The basis for the determination shall be specified. Upon the request of a Correction Officer or his/her representative, a copy of any document used to determine initial or continued eligibility for any benefits afforded by Section 207-c shall be made available. Any pertinent medical data in the possession of the Correction Officer shall be provided on a continuous basis to the Sheriff or Sheriff's designee and the Director of Personnel/HR

Director. In the event a Correction Officer is adversely affected by a determination, he or she may request a hearing in accordance with the procedure set forth in Section 6 of this procedure.

(iii) In the event the Sheriff (or designee) and the Director of Personnel/HR Director disagree, the County Administrator shall make the final determination.

(d) Any determination made pursuant to this Section 4, shall be rendered within fifteen (15) working days.

Section 5. ASSIGNMENT TO LIGHT DUTY

As authorized by the provisions of Subdivision 3 of Section 207-c, the Sheriff's Department, acting through the Sheriff, or the Sheriff's designee, may assign a disabled Correction Officer specified light duties, consistent with his/her status as a Correction Officer. The Sheriff, or the Sheriff's designee, prior to making a light duty assignment, shall advise the Correction Officer receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such a Correction Officer may submit to the Sheriff, or the Sheriff's designee, any document or other evidence in regard to the extent of his/her disability. The Sheriff, or the Sheriff's designee, may cause a medical examination or examinations of the Correction Officer, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled Correction Officer to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the Correction Officer's ability to perform a proposed light duty assignment and other pertinent information, the Sheriff, or the Sheriff's designee, may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. Pursuant to Section 207-c, if the Correction Officer refuses to perform the designated light duty assignment, and fails to provide medical documentation supporting the refusal, his/her 207-c benefit shall be discontinued and he/she will be placed on sick leave status (and once sick leave is exhausted, may use other leave accruals). If the employee wishes to challenge the discontinuance of benefits, he/she may do so pursuant to Section 6 below.

In the event a Correction Officer refuses to perform a light duty assignment and provides medical documentation to support the refusal, a hearing will be convened immediately pursuant to Section 6 below to resolve the issue.

Nothing contained in this Section 5 shall require the Sheriff's Office to create light duty assignments.

Section 6. APPEAL OF ADVERSE FINAL DETERMINATIONS

In the event that a Correction Officer disagrees with any final determination regarding a proposed light duty assignment or the initial or continued eligibility for benefits, he or

she, within fifteen (15) calendar days of the receipt of the determination, shall file a written Demand for Arbitration with the NYS PERB. The Arbitrator will be bound by the determination of the Sheriff and/or the Director of Personnel/HR Director unless he finds that the determination is not supported by a preponderance of the evidence. The decision of the Arbitrator shall be final and binding. The Arbitrator's fee shall be shared equally by and between the parties.

A determination made by any officer, agency, board or court regarding the existence of a disability or its extent or regarding an entitlement to any other statutory benefit because of a Correction Officer's disability, may be noticed by, but shall not be controlling upon the Arbitrator.

In the event the parties so request, the Arbitrator shall convene an expedited hearing to resolve the outstanding matters.

Section 7.

With respect to the provisions of this procedure, any Correction Officer who fails to abide by a reasonable request made pursuant to this procedure shall be deemed to have waived his/her right to such benefits. If the employee wishes to challenge a decision made pursuant to this Section 7, he/she may do so pursuant to Section 6, above.

Section 8.

In the event the Sheriff or his designee or the County deems it in the best interest of the parties, it may submit to the New York State Retirement System application(s) for disability retirement, consistent with the provisions of the New York State Retirement and Social Security Law. Section 7, above, applies likewise to such Department action. In the event that a disability retirement is granted, benefits pursuant to Section 207-c and this procedure shall cease.

Section 9. Continuation of Contract Benefits

For the first three (3) months while on GML §207-c, a Correction Officer shall continue to accrue all contractual fringe (economic) benefits thereto, a Correction Officer shall only receive any contractually negotiated wage increases, increments, and longevity payments.

In the event that the Correction Officer is assigned to specific light duties (pursuant to §5 above), the Correction Officer shall then be entitled to all contractually negotiated fringe benefits.

ARTICLE 30

SUBSTANCE ABUSE TESTING PROCEDURE FOR CORRECTION OFFICERS

POLICY

- 1.1. To ensure the integrity of the Sheriff's Office, and to preserve public trust and confidence in a fit and drug free law enforcement profession, the Sheriff's Office shall implement a drug-testing program to detect prohibited drug use by employees employed in the Sheriff's Office.
- 1.2 Any employee employed in the Sheriff's Office who subsequently tests positive, and/or fails to comply with the following procedures, shall be subject to termination. The Sheriff's decision shall be final and not reviewable.

DEFINITIONS

- 2.1 **DRUG TEST.** The compulsory production and submission of urine by an employee for chemical analysis to detect prohibited drug usage.
- 2.2 **REASONABLE SUSPICION.** That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an employee that would lead the reasonable person to suspect that the employee is or has been using drugs while on or off-duty.

PROCEDURES/RULES

- 3.1 **PROHIBITED ACTIVITY.** The following rules shall apply to all employees employed in the Sheriff's Office while on or off duty:
 - 3.1.1 No employee shall illegally possess any controlled substances.
 - 3.1.2. No employee shall ingest any controlled or other dangerous substances, unless as prescribed by a licensed medical practitioner.
 - 3.1.3. No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
 - 3.1.4. Any employee who unintentionally ingests, or is made to ingest a controlled substance shall immediately report the incident to the Sheriff so that appropriate medical steps may be taken to ensure the employee's health and safety.
 - 3.1.5. An employee shall notify said employee's immediate supervisor when required to use prescription medicine which has the potential to impair job performance. The employee shall advise the supervisor of the known side effects of such medication and the prescribed period of use. The supervisor shall document this information through the use of an internal

memorandum and maintain this memorandum in a secured file. The employee may be temporarily reassigned to other duties, where appropriate.

- 3.1.6. An employee having a reasonable basis to believe that another employee is illegally using, or in possession of any controlled substance shall immediately report the facts and circumstances to the Sheriff.
- 3.2 **EMPLOYEE DRUG TESTING.** Employees employed in the Sheriff's Office various departments will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:
 - 3.2.1. The Sheriff may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
 - 3.2.2. The Sheriff may order a drug test administered as part of any regular physical examination required by the Sheriff's Department.
 - 3.2.3. Employees shall be uniformly tested during any unannounced, mass/mandatory random drug testing required by the Sheriff's Office. The Sheriff shall determine the frequency, departments, shifts and timing of such tests.
 - 3.2.4. A drug test shall be considered as a condition of application to the specialized units within the Sheriff's Office, and may be administered as part of the required physical examination for that position or randomly performed while assigned to such specialized unit.
- 3.3. **PROBATIONARY EMPLOYEE DRUG-TESTING.** Where a probationary employee has a past history of drug use, said employee may be required to submit to random-testing until the probationary period is successfully completed. The frequency and timing of such testing shall be determined by the Sheriff.
- 3.4. **APPLICANT DRUG-TESTING.** Applicants for a position in the Sheriff's Office may be required to take a drug test as a condition of employment. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - 3.4.1. Refusal to submit to a required drug-test.
 - 3.4.2. A confirmed positive drug-test indicating drug use prohibited by this policy.
- 3.5. **DRUG-TESTING PROCEDURES.** The testing procedures and safeguards provided herein to ensure the integrity of Sheriff's Office drug-testing shall be adhered to by any personnel administering drug tests: (Commissioned or Non-Commissioned Officers of this office or independent contract personnel who meet the requirements of this procedure.)

Non-Commissioned Officers will be utilized to administer drug tests in the event that Commissioned Officers are not available.

- 3.5.1. Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. A pre-test interview shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result. The employee will be required to sign a medical release of information form in the event that a physician must be contacted for clarification or verification of legal drug use.
- 3.5.2. The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
- 3.5.3. Testing personnel of the same sex as the employee shall be present and observe production of the urine sample.
- 3.5.4. Where the employee is unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than eight hours to give a sample, during which time said employee shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug-test.
- 3.5.4. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately, under direct observation of the testing personnel.
- 3.5.5. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.
- 3.5.6. An employee's urine sample shall be split and stored in case of legal disputes. The urine samples must be provided at the same time and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug-testing. The other sample shall be secured in frozen storage. If the results of the original test are positive, the employee may within ten (10) calendar days of the employee's written notification of the positive test, elect to have the remaining specimen tested by a laboratory of his choice licensed by Section Five Hundred Seventy-Five (575) of the New York State Public Health Law for testing by Gas Chromatography, with mass spectrometry or an equivalent scientifically accepted method.

In the event that the second drug test, requested by the employee is returned with negative results, the first drug test which indicated a positive result, would be negated.

Chain of Custody Documentation shall be maintained by the Sheriff. A copy of the laboratory report of such test will be provided to the employee and Sheriff. If an employee does not reply within this time frame, the confirming test will be performed by the original testing laboratory.

- 3.5.7. Each step in the collection and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody specific procedures may be promulgated by the Sheriff to insure compliance. Where a positive result is confirmed, urine specimens shall be maintained in secured, frozen storage for an indefinite period determined by the date of final disposition and statute of limitations for appeal if applicable.
- 3.6.1. The urine sample first shall be tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending" until the confirmation test results are obtained.
- 3.6.2. A specimen testing positive will undergo an additional confirmatory test.
- 3.6.3. The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamine and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
- 3.6.4. Drug testing levels will be in accordance with current Federal DOT Guidelines for marijuana, cocaine, amphetamines, opiates and PCP. Testing levels for any drugs not listed above will be in accordance with the current levels set forth by the certified lab. Concentration of a drug at or above these levels shall be considered a positive test result. Copies of such levels can be provided upon written request within ten (10) days.
- 3.7. **DRUG-TEST RESULTS.** An employee having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.
- 3.7.1. All records pertaining to required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.
- 3.7.2. An employee who breaches the confidentiality of testing information shall be subject to discipline.
- 3.7.3. Drug test results and records shall be stored and retained in compliance with state law, or for an indefinite period in a secured area where there is no applicable state law.

IN WITNESS WHEREOF, the parties herof have caused this Agreement, to be executed on this

_____ day of September 2017.

NYS Law Enforcement
Officers Union, Council 82:

John D. Mayo 9/14/17
President

Li Z R 9/6/17
Area Representative

John Ehl 9/15/17
Member

Chris Wadick 9/19/17
Member

Member

Member

For County of Greene and The Greene County
Sheriff's Office:

Shawn Strolen 9/6/17
Sheriff

Shawn Strolen 9.6.17
County Administrator

Karen Macaroni 9/6/17
Director of Human Resources

Elay Adl 9/6/17
Negotiator

APPENDIX A

TITLES COVERED

CORRECTION OFFICER

CORRECTION SERGEANT

APPENDIX B

8/22/2017

CORRECTIONS UNIT WAGE RATES 2014-2019

NOTE: WAGE FREEZE 2014, 2015 AND 2016.

NOTE: LUMP SUM PAYMENT = EMPLOYEE'S BASE RATE ON 12/31/16 INCREASED BY 2.5% (not added to base).

1/1/17 BASE RATE INCREASE (2.5%)

(no cash payout for this adjustment)

	BASE	STEP2	STEP3	STEP4	STEP5	STEP8	STEP14	STEP20
CORRECTIONS OFFICER	\$18.1318	\$19.6724	\$20.1546	\$20.6362	\$21.1134	\$21.5956	\$22.5823	\$23.5986
CORRECTIONS SGT	\$21.2284	\$23.0343	\$23.6007	\$24.1706	\$24.7366	\$25.3053	\$26.4607	\$27.6513

Step 1 becomes the base rate

HOURLY RATES 1/1/17 (2.0%)

	BASE	STEP2	STEP3	STEP4	STEP5	STEP8	STEP14	STEP20
CORRECTIONS OFFICER	\$18.4944	\$20.0658	\$20.5577	\$21.0489	\$21.5356	\$22.0275	\$23.0339	\$24.0706
CORRECTIONS SGT	\$21.6530	\$23.4950	\$24.0727	\$24.6540	\$25.2313	\$25.8114	\$26.9899	\$28.2043

HOURLY RATES 1/1/18 (2.0%)

	BASE	STEP2	STEP3	STEP4	STEP5	STEP8	STEP9	STEP20
CORRECTIONS OFFICER	\$18.8643	\$20.4672	\$20.9689	\$21.4699	\$21.9663	\$22.4680	\$23.4946	\$24.5520
CORRECTIONS SGT	\$22.0861	\$23.9649	\$24.5542	\$25.1471	\$25.7360	\$26.3276	\$27.5297	\$28.7684

Step 14 becomes 9

HOURLY RATES 1/1/19 (2.0%)

	BASE	STEP2	STEP3	STEP4	STEP5	STEP8	STEP9	STEP 10
CORRECTIONS OFFICER	\$19.2416	\$20.8765	\$21.3882	\$21.8993	\$22.4057	\$22.9174	\$23.9645	\$25.0430
CORRECTIONS SGT	\$22.5278	\$24.4442	\$25.0453	\$25.6500	\$26.2507	\$26.8542	\$28.0803	\$29.3438

Step 20 becomes 10

The money value of the 2018 and 2019 Step modifications will be on a prospective basis—going forward only; there will be no recoupment of any monies due to this agreed upon change.