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DEP/7131

**YATES COUNTY**

**DEPUTY SHERIFFS'**

**ASSOCIATION CONTRACT**

**JANUARY 1, 2008 - DECEMBER 31, 2011**

RECEIVED 12/11/07

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**PREAMBLE AND SIGNATURES**

**THIS AGREEMENT** made and entered into at Penn Yan, New York by and between the COUNTY OF YATES, New York, a municipal corporation, herein referred to as the "COUNTY", first party; and the YATES COUNTY SHERIFF, herein referred to as the "SHERIFF", second party; and the YATES COUNTY DEPUTY SHERIFFS' ASSOCIATION, an organization representing the employees, herein referred to as the "YCDSA", third party.

WHEREAS, the parties to this Agreement have engaged in collective bargaining as provided for by the Public Employees' Fair Employment Act as amended.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties herein agree with each other in accordance with the provisions hereof effective as hereinafter set forth.

IN WITNESS WHEREOF, the COUNTY, the SHERIFF and the YCDSA have caused five (5) duplicate originals of this Agreement to be executed by their duly authorized officials.

**YATES COUNTY DEPUTY  
SHERIFFS' ASSOCIATION**

**COUNTY OF YATES, NEW YORK**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Chairman, Yates County  
Legislature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**YATES COUNTY SHERIFF**

By: \_\_\_\_\_

Date: \_\_\_\_\_

# ARTICLE 1

## GENERAL PROVISIONS

This Agreement, including appendices, constitutes the entire agreement between the County, the Sheriff and the YCDSA, and no verbal statement shall supersede any of its provisions.

Collective bargaining negotiations for amendments, deletions and additions to the provisions of this Agreement shall be commenced by the County, the Sheriff and the YCDSA during August 2011. Through such negotiations the County and the YCDSA shall attempt to come to an agreement, in writing before October 1, 2011, on changes and/or amendments to become effective on January 1, 2012. Until the new contract is executed, the County, the Sheriff and the YCDSA shall continue to be regulated by the provisions of this Agreement.

This Agreement shall take effect on January 1, 2008.

\* \* \* \* \*

## ARTICLE 2

### DEFINITIONS

Unless in the context it is clearly indicated otherwise, wherever used in this contract the following words and phrases shall have the following meanings:

1. "Call-Back-Work" - Shall apply to all employees and shall mean work by an employee resulting from that employee being called back to work after his/her normal work day has ended and he/she has left the job.
2. "Compensable Disability" - Illness or injury in respect to which the employee is compensated under the provisions of the Workers' Compensation Law, the Employees Disability Benefits Law or any similar law or statute.
3. "Compensatory Time" - Hours during which an employee is not working, which are counted as hours worked during the applicable workweek or other work period for purposes of overtime compensation, and for which the employee is compensated at the employee's hourly pay rate in effect at the time compensatory time is taken.
4. "Continuous Employment" - By attendance at work for the County by an employee each work day commencing with the first day of full-time employment, excepting excused absences.
5. "County" - The Yates County Legislature.
6. "Employee" - Whether singular or plural, shall mean any employee of the Yates County Sheriff's Office, excluding, however, the Sheriff, the Undersheriff, Confidential Assistant to the Sheriff, Chief Dispatcher, Chief Deputy, and part-time and temporary help.
7. "Excused Absence" - The non-attendance by an employee at his/her job during any one (1) or more of his work days, which non-attendance is the result of vacation leave, holiday leave, sick leave, bereavement leave, personal leave or absence from work due to a compensable disability.
8. "Involuntary Termination of Employment" - An employee whose employment with the Sheriff's Office ends in any manner not constituting a voluntary termination of employment.
9. "Other Authorized Leave ('OAL')" - Leave from an employee's regular duties as may be authorized by the Sheriff for basic training, and any overnight training, seminars, conferences or accolade; or compensatory time authorized by the Sheriff.

10. "Overtime Work" - Shall mean time worked by any employee in excess of forty (40) hours per week. Overtime shall not include call-back work, but shall include all leaves and holidays as authorized by this contract.

Overtime shall be calculated as follows: for every hour worked by an employee in excess of the regular eight (8) hour or ten (10) hour work shift as determined by Article 17, the employee shall be compensated at one and one-half (1½) of the regular hourly rate, provided the employee is credited for having worked a minimum of forty (40) hours per week during the week in which the overtime occurs.

If an employee works on a holiday, the employee shall receive regular holiday pay plus one and one-half (1½) of the regular hourly rate for all the hours worked on the holiday, regardless of the employee's schedule for the rest of the work week. Only the hours actually worked shall apply toward overtime.

In the event an employee elects to use accrued leave on a holiday, only eight (8) hours shall count toward overtime.

11. "Unexcused Absence" - The non-attendance by an employee at his/her job during all or part of any one or more of his/her work days, for any reason other than an excused absence.
12. "Voluntary Termination of Employment" - An employee, upon his/her own initiative and at a time when he/she is not involved in a grievance procedure, ends his/her employment with the Sheriff's Office.
13. "Week" - A period of seven (7) consecutive days beginning midnight Sunday and ending midnight the following Sunday.

\* \* \* \* \*

## **ARTICLE 3**

### **RECOGNITION OF RIGHT OF REPRESENTATION**

1. The County recognizes the YCDSA as the sole representative and negotiation agent for all employees who are members of the YCDSA for the purposes of negotiation and collective bargaining with respect to rates of pay, hours of work, working conditions and other terms and conditions of employment.
2. The YCDSA represents and warrants that it has been designated by said employees as their sole representative and negotiating agent in conformance with provisions of Article 14, Civil Service Law, and it is authorized to make this Agreement on behalf of said employees.
3. The County agrees to recognize, for purposes of the administration of this Agreement, a YCDSA representative, to be appointed by the YCDSA or its members in any manner they see fit. The representative shall be given sufficient time during working hours, should unusual circumstances require such time, to fulfill his/her duties of representation without interference from the County.
4. When such representative leaves his/her assigned tasks to carry on YCDSA business, he/she shall notify the Sheriff of his/her time of leaving and time of return to his/her assigned job.
5. The president, vice president or his/her designee, of the YCDSA shall be allowed up to four (4) days of paid leave per year to attend the New York State Deputies Association meetings during scheduled working hours. The County's total obligation is four (4) paid days per year.

\* \* \* \* \*



## ARTICLE 4

### RECOGNITION OF RIGHTS OF COUNTY

1. The operation of the Yates County Sheriff's Office and the direction of the working employees are, subject to the terms of this Agreement, solely vested in the County and its officers. This includes, but is not limited to, the establishment of policy, working schedules, the right to hire, promote, suspend or discharge for cause employees, and to transfer employees from one duty to another.
2. The County and Sheriff shall have the right to: (a) establish job descriptions for the various positions held by Sheriff's Office employees; (b) establish different rates of pay for different jobs; (c) define the various jobs held by such employees; and (d) establish new and different positions. The establishment of various jobs for the employees shall not, however, result in the reduction of pay rate in accordance with the rate of pay schedule for any person who is an employee as of the effective date of this Agreement.
3. If the County and Sheriff shall change the job descriptions for existing positions or establish new and different positions, the YCDSA shall have the right to negotiate with the County in respect to different rates of pay for such positions during the term of this Agreement. Nothing contained in this Agreement shall be construed as limiting the right of the YCDSA to so negotiate.

\* \* \* \* \*

## ARTICLE 5

### APPLICABLE LAW

1. This Agreement shall be governed by the United States Constitution, Federal statutes, applicable Federal rules and regulations, the Constitution of the State of New York, the statutes of the State of New York and the applicable State rules and regulations. In the event any provisions of this Agreement are inconsistent with the foregoing, such provisions of this Agreement, to the extent they are so inconsistent, shall be without effect.
2. This Agreement shall also be governed by regulations, ordinances and local laws of the County of Yates, not inconsistent with the Civil Service Law of the State of New York or with this Agreement.
3. 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 6

### NO STRIKE PLEDGE

1. Pursuant to Section 210, subdivision 1, of the Public Employees' Fair Employment Act, the YCDSA hereby affirms that it does not have, and will not assert, the right to strike against the County, to assist or participate in any such strike, or to impose any obligation upon its membership to conduct, assist or participate in any such strike.
2. A strike by any employee shall constitute interruption of the continuous employment of such employee.

\* \* \* \* \*

## ARTICLE 7

### EMPLOYEE EFFICIENCY AND COOPERATION

1. The YCDSA recognizes that the County has the right to require from each employee efficient and economical service in the performance of his/her duties. The YCDSA undertakes that its officers, agents and members will not oppose or interfere, directly or indirectly, with the efforts of the County to train employees and to improve skill and ability. All employees shall individually and collectively perform faithful and efficient work to the best of their ability and cooperate with the County, the Sheriff and with the employees of their own and other groups or departments in promoting and advancing the welfare of the County at all times.
2. The County recognizes the desirability of providing vehicles which have less than 100,000 miles of usage. The County agrees to make all reasonable efforts, taking into consideration its other budget obligations, to provide such vehicles.
3. The Sheriff shall not implement a formal employee performance evaluation system for non-probationary employees. Nothing herein shall preclude the Sheriff from pursuing disciplinary action pursuant to applicable provisions of law, such as Section 75 of the New York State Civil Service Law, where applicable. In the event that the Sheriff begins a Section 75 proceeding, the Sheriff agrees to appoint only those hearing officers: (a) that are licensed to practice law in the State of New York; (b) that are not employed by the state, federal, or Yates County government; and (c) that charge, for purposes of service as a Section 75 hearing officer, a usual, reasonable and customary hourly fee not in excess of the then current county court assigned counsel rate. In the event the Sheriff is unable to secure hearing officers who meet all the above criteria, the YCDSA may suggest names of hearing officers meeting the above criteria, subject to the review and approval of the Sheriff. The Sheriff shall not be bound by any suggestion of a hearing officer made by the YCDSA. If the Sheriff agrees to appoint a hearing officer suggested by the Association, whose per hour fee exceeds the then current county court assigned counsel rate, the YCDSA agrees to pay the difference between the actual per hour fee and the above rate for all hours billed to the Sheriff.

\* \* \* \* \*

## ARTICLE 8

### HOLIDAY PAY

1. All employees shall be entitled to “holiday pay” with respect to each of the following holidays:

New Year’s Day	Independence Day	Thanksgiving Day
Martin Luther King Day	Labor Day	Friday after Thanksgiving
Presidents’ Day	Columbus Day	Christmas Day
Memorial Day	Veterans Day	

2. If all or a majority of the County offices located in the County Building, Liberty Street, Penn Yan, New York, are closed for any day or part of any day, for reasons other than reasons set forth in the next sentence, then such day or part of such day shall be considered as an additional holiday or part-holiday. Reasons for closing which do not constitute an additional holiday or part-holiday are the following: (a) an emergency; (b) Saturday or Sunday; (c) one of the holidays listed above; or (d) a holiday not listed above specifically provided for in the Yates County Civil Service Employees Association contract with the County.

3. Holiday pay if the holiday is not worked: shall be an amount equal to the employee’s regular hourly pay rate, multiplied by the number of hours in the employee’s work day paid on actual holiday or celebrated business holiday if the holiday is on a Saturday or Sunday.

Holiday pay if holiday worked: shall be holiday pay, plus one and one-half (1½) of the employee’s regular hourly rate multiplied by the number of hours worked, not to exceed seven (7), eight (8) or ten (10) hours as determined by Article 17 except for the following holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

With respect to the major holidays, i.e., New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas, holiday pay if holiday worked: shall be two and one-half (2½) of the employee’s regular hourly rate multiplied by the number of hours worked on any such holiday, inclusive of overtime.

4. Overtime pay shall apply only if the employee has in excess of forty (40) hours “time worked” during the work week including the holiday. In other words, if the employee works more than eight (8) hours on a major holiday but does not work more than forty (40) hours, inclusive of leave time, in the work week during which the holiday falls, the rate of pay for the hours worked beyond eight (8) hours on the major holiday will be the employee’s regular rate of pay.

5. If an employee who is scheduled to work on any holiday calls in sick, the rate of pay will be eight (8) hours of regular pay for the holiday, and eight (8) hours of regular pay for sick leave.
6. If an employee is called back to work on a major holiday, the rate of pay for such time shall be two and one-half (2½) times the employee's regular rate of pay.
7. Stop DWI pay on all holidays shall be one and one-half (1½) times the employee's regular rate of pay.
8. Upon request of an employee, with the consent of the Sheriff, the employee may be granted a day off on the holiday or within thirty (30) days immediately following any of said holidays, which day off will be in lieu of the holiday pay for that holiday. Notwithstanding this, if a holiday falls on a Saturday, an employee may, subject to the Sheriff's discretion, be granted a day off with pay on the Friday immediately preceding the holiday in lieu of the holiday pay for that holiday. Furthermore, and notwithstanding anything to the contrary in this paragraph, for those employees in the Civil Office who work a Monday through Friday workweek, holidays which fall on Saturday will be observed the day before on Friday and holidays which fall on Sunday will be observed the day after on Monday.

\* \* \* \* \*

## ARTICLE 9

### VACATION LEAVE

1. With one exception, each employee shall have earned and be entitled to vacation leave upon each annual anniversary date following the date on which the employee commenced employment with the Sheriff's Office. The exception is that an employee shall have earned and become entitled to one (1) week of vacation leave after the first six (6) months of continuous employment. Such week shall be taken between the sixth and twelfth months of such continuous employment.
2. If an employee's employment with the Sheriff's Office is interrupted or discontinued, and later the employee is rehired by the Sheriff, the annual anniversary date shall be figured from the date on which the employee last commenced employment with the Sheriff's Office. However, if an employee is employed with the Sheriff's Office on a part-time, non-unit basis and is appointed on or after November 7, 2007 to a full-time position within the bargaining unit, then the employee shall receive credit on a pro rata basis for part-time service immediately preceding such full-time appointment for the purpose of determining the employee's "annual anniversary date" for vacation accrual purposes.
3. The vacation leave to which an employee becomes entitled on an annual anniversary date of his/her employment shall be taken by the employee within twelve (12) months immediately following such annual anniversary date except as hereinafter provided. It is expected that vacation leave will normally be used in full day units of 7, 8, or 10 hours, as determined by Article 17. However, the Sheriff shall have the discretion to permit vacation leave to be taken in one-half (½) hour increments.
4. Vacation leave shall be with pay at the employee's regular rate that would have been paid had the employee worked that period.
5. Employees shall become entitled to vacation leave as follows:
  - One (1) week after completion of six (6) months continuous employment with the Sheriff's Office.
  - One (1) week on the first anniversary date of continuous employment with the Sheriff's Office.
  - Two (2) weeks on the second, third, fourth, fifth and sixth anniversary dates of continuous employment with the Sheriff's Office.
  - Three (3) weeks on the seventh, eighth, ninth, tenth, eleventh, twelfth and thirteenth anniversary dates of continuous employment with the Sheriff's Office.

Four (4) weeks on the fourteenth, fifteenth, sixteenth, seventeenth, eighteenth and nineteenth anniversary dates of continuous employment with the Sheriff's Office.

Five (5) weeks on the twentieth anniversary date of continuous employment with the Sheriff's Office, and five (5) weeks on each anniversary date thereafter of continuous employment with the Sheriff's Office.

6. No vacation leave, or part thereof, may be accumulated unless the employee's workload makes it impossible for the employee to take vacation leave, in part or in full, within twelve (12) months immediately following the annual anniversary date on which the employee became entitled thereto or within six (6) months of the vacation leave of one (1) week after completion of six (6) months continuous employment with the Sheriff's Office. No carry-over of more than forty (40) hours will be granted unless applied for, in writing, by the employee to the Sheriff and unless such application is approved by the Sheriff. Application for carry-over must be made at least fourteen (14) days before the end of the period in which the employee would normally be required to take his/her vacation leave.

The fourteen (14) day time limitation shall not apply if the carry-over is initially requested by the Sheriff rather than by the employee.

7. No employee shall be entitled to vacation leave subsequent to the effective date of his/her voluntarily terminating his/her employment with the Sheriff's Office even though he/she would otherwise be entitled to such vacation.
8. Any employee whose employment with the Sheriff's Office is voluntarily terminated, for example, by reason of resignation, death, layoff or retirement, in addition to any other sums payable to the employee, shall be entitled to an amount equal to the unused vacation leave accrued at the time of termination of his/her employment multiplied by the employee's regular hourly rate. An employee whose employment with the Sheriff's Office is involuntarily terminated shall not be eligible for the payment of unused vacation leave upon termination of employment.
9. Vacation leave shall, so far as possible, be granted when desired by the individual employee, but the final right to designation of vacation is reserved to the Sheriff in order to insure the orderly operation of the Sheriff's Office.
10. Except for emergencies, all requests for vacation must be submitted in writing and approved in advance. Requests for vacation leave in excess of two (2) days must be submitted to the Sheriff in writing at least fourteen (14) days in advance of the beginning of the requested leave. Requests for vacation leave of up to two (2) days must be submitted to the Sheriff in writing at least two (2) days in advance of the beginning of the requested leave.



11. If an employee shall complete any given number of years of continuous employment by the end of the last day of the year (December 31), then the completion of such continuous employment shall be considered to have occurred in that year.

\* \* \* \* \*

## ARTICLE 10

### SICK LEAVE

1. Except as provided in this Article, no employee shall be entitled to payment of wages or salary while absent from work by reason of the employee's sickness or injury, or illness in the employee's immediate family as defined in paragraph 3 below.
2. On the last day of each month of continuous employment, each employee shall be credited with earned sick leave at the rate of seven (7) or eight (8) hours as determined by Article 17. Earned sick leave shall be kept to the employee's credit for future sick leave with pay and may be accumulated to a total not to exceed one hundred seventy-five (175) days.
3. If an employee is absent from work by reason of his/her sickness or injury, other than a "compensable disability," the employee shall be entitled to sick leave with pay. An employee absent on sick leave may elect to draw accrued sick leave credits in one-half (1/2) hour segments for part or all of his/her absence. The pay for the time taken shall be based upon the employee's hourly rate that would have been in effect had the employee actually worked those hours. In addition to sick leave used for illness of the employee, sick leave may also be used in one-half (1/2) hour segments for illness in the employee's immediate family which requires the employee's care and attendance, but not to exceed fifteen (15) sick days per year. For purposes of this Article, "immediate family" shall be defined as the employee's: (i) current spouse; (ii) biological, adopted or foster child; (iii) stepchild; (iv) legal ward; or (v) biological or step parent.
4. If an employee is absent from work because he/she is isolated or quarantined as a result of exposure to a communicable disease, the employee's absence shall be considered an excused absence.
5. If an employee's absence is due to a compensable disability, the employee shall not be entitled to sick leave and any other leaves and holidays as authorized by the terms of this Agreement for such absence.
6. The time during which an employee is absent from work by reason of his/her sickness or injury, including "compensable disability," shall not be considered an interruption of the employee's continuous employment, provided the employee has not engaged in other employment. In the event of termination of an employee's employment other than retirement, his/her accumulated earned sick leave credit shall be canceled and not paid for.
7. Whenever an employee is absent from work due to sickness, injury or compensable disability, the Sheriff may require the employee to file with the Sheriff a physician's certificate regarding the employee's condition.

8. When absence from work due to sickness, injury or compensable disability shall equal or exceed nine (9) continuous days, the employee must file with the Sheriff a physician's certificate each nine (9) days during the employee's absence. In any case where the employee has been absent from work for such cause, the Sheriff may require the employee to have a medical examination by a physician of the employee's choice and require the employee to provide the Sheriff with any other reasonable medical records regarding the cause of absence. If the documentation submitted by the employee's physician is deemed insufficient by the Sheriff, the Sheriff may require the employee to go to an appropriate health care professional of the Sheriff's choice for an appropriate medical examination. A medical examination required by the Sheriff, other than the nine (9) days and physician's certificate previously referred to, shall be an expense of the County.
9. It shall be the duty of the Sheriff to make a written report for the Yates County Personnel Officer, prior to the payment of each payroll, setting forth the names of employees whom the Sheriff determines to be entitled to sick leave with pay and the names of the employees who are absent from work as a result of a compensable disability, including the dates of such absence and the illness or injury involved.
10. It shall also be the duty of the Sheriff to make a written report to the Yates County Personnel Officer, prior to the payment of each payroll, setting forth the names of the employees who were absent from work for any other cause whether excused or unexcused, including the dates of such absences and the reason therefor.
11. In any case where the employee is absent from work due to sickness or injury on a day immediately preceding or a day immediately succeeding a day when the employee is absent from work on holiday, vacation, personal or bereavement leave, the Sheriff may require the employee to have a medical examination by a physician of the Sheriff's choice and to authorize the physician to report to the Sheriff on the employee's physical or mental condition necessitating leave from work. If the physician determines that the employee is not able to work, the examination shall be at the County's expense. If the physician determines that the employee is able to work, the examination shall be at the employee's expense.
12. A sick leave bank shall be established and its operation shall be conducted by a five (5) member committee, two (2) members of which shall be appointed by the Chairman of the County Legislature and three (3) appointed by the Yates County Deputy Sheriffs' Association President.

Employees who wish to participate in the bank shall be allowed to contribute three (3) days accumulated sick leave time, as determined by Article 17 hours, to the bank. Additional contributions may be requested from time to time by the committee as it deems necessary.

Participating employees may withdraw sick leave from the bank, subject to a majority vote of the committee, whose consent shall not be unreasonably withheld. To withdraw days from the bank, the following conditions must be met:

- (a) The employee has contributed days to the bank;
- (b) All of his/her personal accruals have been exhausted;
- (c) The illness or injury for which banked days are to be used is of thirty (30) days or longer duration;
- (d) The employee agrees to a schedule acceptable to the committee to repay the days withdrawn from the bank, upon his/her return to work;
- (e) The employee must have completed at least one (1) year of service with the Sheriff's Department;
- (f) The employee must be continuously unable to perform the essential functions of his/her regular job, with or without reasonable accommodation, due to a non-work related serious health condition. For purposes of the sick leave bank, a "serious health condition" means a non-work related illness, injury, impairment, or physical or mental condition regarded as such by the medical profession and which involves either: (i) in-patient care in a hospital, hospice, or residential medical care facility, or (ii) continuing treatment by a health care provider; and
- (g) The employee must have served a continuous four (4) week waiting period from the onset of the serious health condition. The waiting period can be satisfied by any combination of authorized paid and/or unpaid time off.

All requests to utilize withdrawals from the sick leave bank shall be accompanied by a medical certificate of need.

In the event the employee cannot return to work or repay the days in excess of his/her contribution, the bank shall be reduced by the amount of the unpaid days. Once an employee reaches the maximum accumulation of sick leave days, any additional days credited to such an employee shall be credited to the employee's account in the sick leave bank, for use by that employee only.

The employee's application for sick leave bank benefits must be made on a standard form promulgated by the County. The application must be accompanied by a certification issued by a licensed doctor of medicine or osteopathy to support the employee's request for sick bank usage. The employee must bear any costs associated with obtaining the certification. Certification will be sufficient only if it lists: (i) the date the condition began, (ii) its probable duration, (iii) appropriate medical facts, (iv) an assertion that the employee is unable to perform the essential functions of the employee's regular job due to a non-work related serious health condition, (v) the dates on which treatment is expected, (vi) a statement of medical necessity for continuing work absence and the expected

duration of such absence. The sick bank committee shall have the right to request additional medical information as it deems necessary as well as the right to have the employee examined at the County's expense by a licensed doctor of medicine or osteopathy selected solely by the committee. The employee may also be required by the committee to authorize a release of his/her relevant medical records to the committee as a condition for processing his/her application. All actions and decisions of the sick bank committee shall be final and binding, and not subject to review under the grievance and arbitration procedure of this agreement or in any other legal forum.

\* \* \* \* \*

## ARTICLE 11

### BEREAVEMENT LEAVE

1. On each occasion of a death in his/her immediate family, each employee shall be entitled to three (3) days, as determined by Article 17, bereavement leave with pay at his/her regular hourly rate in effect at the time. The term "immediate family" shall mean parent, spouse, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-parent, grandparent, grandchild and step-child. It shall also include any deceased relative who was a member of the employee's household at the time of such person's death.
2. On the occasion of a death of an uncle or aunt, step-brother or step-sister, an employee, at the discretion of and with the written consent of the Sheriff, may be granted one (1) day bereavement leave with pay at his/her regular hourly day rate as determined by Article 17, or work day rate in effect at the time.
3. Bereavement leave may not be accumulated.
4. Bereavement leave shall not constitute an interruption of the employee's continuous employment.

\* \* \* \* \*

## ARTICLE 12

### PERSONAL LEAVE

1. Each employee shall be entitled to personal leave with pay at his/her regular hourly pay rate in effect at the time, not exceeding three (3) days in any calendar year. An employee absent on personal leave may elect to draw accrued personal leave in one-half (1/2) hour increments for part or all of his/her absence. The pay for the time taken shall be based upon the employee's hourly rate that would have been in effect had the employee actually worked those hours. Except in case of an emergency, the employee shall give the Sheriff at least two (2) working days' notice subject to approval prior to the taking of personal leave. Personal leave shall not be unduly denied; however, the Sheriff shall have the right to limit the number of employees on personal leave according to work requirements.
2. Personal leave may not be accumulated. Unused personal leave, at the end of any year, shall be credited to the employee's accumulated sick leave.
3. An employee shall not be entitled to personal leave with pay until he/she has completed six (6) months of continuous employment with the Sheriff's Office. Upon such employee completing six (6) months of continuous employment, the employee shall be entitled to three (3) days, as determined by Article 17, personal leave between such date and the end of the calendar year.
4. An employee shall not be entitled to personal leave on a day immediately preceding or immediately succeeding a holiday or a vacation day without the express consent of the Sheriff.
5. Personal leave shall not constitute an interruption of the employee's continuous employment.
6. An employee who voluntarily separates from the County and has used personal leave before actually earning it is required to pay back the County for the leave taken. For example, a deduction may be made from the employee's final paycheck based on the following calculation: one-half (1/2) day per each two-month period subsequent to the departure and the end of the calendar year.

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## **ARTICLE 13**

### **UNIFORMS**

1. The County agrees to furnish any uniform, including shoes, which the Sheriff determines to be required to be worn by an employee on his/her job. The design and purchase of such uniforms shall be specified by the Sheriff. Worn out or damaged uniforms must be returned to the Sheriff before replacements will be issued. Upon termination, employees shall return all uniforms supplied by the County, or be liable for the value of such items.
2. The dry cleaning of uniforms shall be at the County's expense.

\* \* \* \* \*



## ARTICLE 14

### MEMBERSHIP DUES

1. The County agrees to deduct regular membership dues for YCDSA membership for each employee who shall have filed with the Yates County Treasurer a dues deduction authorization card permitting such deduction.
2. The County agrees to remit such deductions periodically to the YCDSA. Such deductions shall continue in respect to each employee until the deduction authorization card shall be withdrawn by the employee.
3. The YCDSA shall indemnify the County and the Sheriff and hold them harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County and/or Sheriff in good faith for the purpose of complying with the provisions of this Article.

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## ARTICLE 15

### INSURANCE

1. The County shall continue to provide eligible employees, and their eligible dependents, the option of enrolling in one of the following health plans: (a) Blue Healthy Choices B; or (b) Blue EPO Option I. In the event that either of these plans is no longer offered to the County by the insurer, then the County and the YCDSA shall reopen negotiations for the purpose of selecting a replacement plan.

Furthermore, the County will not be responsible for changes unilaterally imposed by an insurance provider, other than the County, or HMO, in benefits, co-payment provisions or deductibles so long as the County uses its best efforts to minimize changes by incumbent insurance providers and HMOs from one plan year to another.

The County and the YCDSA shall also reopen negotiations on the issue of health insurance in the event that Yates County determines to participate in a health care consortium of other counties and municipalities.

2. The County shall pay a portion of the premium cost for individual and dependent medical coverage such that the employee contribution shall be as follows:

During year one of employment:	25% co-pay
During year two of employment:	20% co-pay
During year three of employment:	15% co-pay
During year four of employment:	12% co-pay
After four years of employment:	continue with 12% co-pay

3. All premium co-pays required under the terms of this Agreement shall be deducted before taxes from the employee's paycheck, unless the employee elects otherwise.
4. If, upon retirement from the Department, an employee does NOT elect to apply unused accumulated sick leave as credit toward additional retirement benefits under the New York State Retirement and Social Security Law, then such employee may elect to have the dollar value of such unused accumulated sick leave used for the continuation of his/her insurance coverage, from the date of his/her retirement, for a period of time until said dollar value is exhausted. If such employee elects to continue said insurance coverage, he/she must deliver written notice of such election to the office of the Yates County Treasurer within twenty (20) calendar days preceding the effective date of the employee's retirement. The dollar value of the employee's unused accumulated sick leave shall be the result of multiplying the number of hours of unused accumulated sick leave by the employee's regular hourly pay rate in effect in his/her last work week immediately preceding retirement.

5. The County shall continue to make available to eligible employees flexible spending accounts for unreimbursed medical and dependent care expenses.
6. The extent of coverage under the benefit plans, including any HMOs and/or insured plans referred to in this Agreement, shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning benefit claims shall be resolved in accordance with the claims resolution procedures set forth in said policies and shall not be subject to the grievance procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to pay any claim for which it is contracted or obligated shall result in no liability to the County or the Sheriff, nor shall such failure be considered a breach by the County or the Sheriff of any obligation undertaken under this or any other agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Sheriff, the County, its employees or beneficiaries of any employees.
7. Each employee covered by this Agreement, who elects in writing during the annual open enrollment period to decline participation in the County's health insurance program for the immediately succeeding full calendar year, will receive an annual stipend of twenty percent (20%) of the County's share of the Blue EPO I premium which would be paid by the County if the employee chose to receive such insurance. Such stipend shall be payable in equal installments throughout the opt-out year, provided the employee produces written proof of alternate health insurance coverage from another source. Such payments shall be subject to the County's Internal Revenue Code Section 125 plan.

The employee will have the right to return to County coverage, pursuant to the particular health plan's rules, regulations, restrictions and conditions concerning same, either: (a) if the employee loses his/her alternate coverage due to death, divorce or loss of insurance for other qualifying reasons beyond the employee's control; or (b) during the County's open enrollment periods. Opt-out payments shall cease upon the employee's return to County coverage.

8. Dental Benefits. Effective as soon as practical following the ratification of this Agreement, the County shall provide the Smile Saver I dental plan, or an equivalent plan of dental insurance or self-insurance, to unit employees with the employees bearing the full premium cost of said plan through payroll deduction.

9. Disability Insurance. Effective as soon as practical following the ratification of this Agreement, the County shall afford unit employees the option of purchasing, through payroll deduction, group disability insurance through a single insurer to be selected from time-to-time by the YCDSA. The employee shall bear the full premium cost for such insurance coverage.
10. Unit members and their eligible dependents shall not be eligible for multiple coverage at any time under the County's health insurance plans. For example, the employee may not be covered as both an individual and dependent at the same time under the County's health insurance plans.

\* \* \* \* \*

## **ARTICLE 16**

### **RETIREMENT**

1. The County agrees to continue to provide the benefits of Section 89-b, Section 89-p, Article 14, Article 14-b and Article 15 of the New York State Retirement and Social Security Law, whichever plan is appropriate based upon the employee's individual status and eligibility criteria, for those employees covered by this Agreement. The County further agrees to continue to provide the benefits of Section 41(j) of the New York State Retirement and Social Security Law on a non-contributory basis for those Retirement System members covered by this Agreement who are eligible for such benefits. Section 41(j) allows for unused sick leave credits to be applied as additional service credit upon retirement.

\* \* \* \* \*

## ARTICLE 17

### WORK TIME

1. The work day and the work week for Cook or Head Cook shall be such times as is necessary for them to properly carry out the duties of their positions.
2. The work day for the positions of Typist, Account Clerk-Typist, Senior Typist, Senior Communications Mechanic and Secretary to the Sheriff shall consist of seven (7) hours and shall be consistent with the requirements of Section 206(2) of the New York State County Law. However, when necessary to cover the Sheriff's Office because of absence of other employees, the Sheriff may increase the work day of any such position to eight (8) hours.
3. The work week for the Sheriff's Secretary, Typist, Account Clerk-Typist, Senior Communications Mechanic and Senior Typist shall consist of five (5) consecutive work days to be scheduled from Monday through Friday.
4. The regular work week for all employees, with the exception of the Sheriff's Secretary, Typist, Account-Clerk Typist, Senior Typist, Senior Communications Mechanic, Cook and Head Cook, shall be forty (40) hours in a seven (7) consecutive day period. The normal work day will consist of either eight (8) or ten (10) hours, as the case may be, including one-half (½) hour for a meal (which shall be eaten while the employee continues on the job) based on those non-traditional scheduling practices in effect prior to the effective date of this Agreement. There shall be at least two (2) pass days during any particular seven (7) day work week. Commencement and termination of the working day for such employees shall be as determined by the Sheriff.
5. In the event an employee's work shift is to be changed, the Sheriff agrees to give the employee six (6) hours advance notice of such change, except in emergency conditions, or sickness.
6. The Sheriff shall designate the individual employee(s) assigned to the eight (8) or ten (10) hour shifts by indicating same on the payroll certification form which is delivered by the Sheriff to the Treasurer and Personnel Officer bi-weekly.
7. This Article may be revised in accordance with the provisions of paragraph "8" of this Article 17.
8. If and when it shall appear necessary to revise the provisions of this Article 17 with respect to either the number of work days in any week, or the number of work days in any period of six (6) consecutive weeks, or both, a Committee shall be formed to undertake such revision. The Committee shall be promptly formed upon written request by the Sheriff, or the County or an officer of the YCDSA, made to others. The Committee shall consist of five (5) members, namely: the

Sheriff, two (2) members appointed by the Chairman of the County Legislature; two (2) members selected by the YCDSA. A committee meeting shall be held and all members shall use their best efforts to agree upon a revision acceptable to the entire Committee. If the entire Committee agrees upon a revision, it shall be presented to the County Legislature and the YCDSA. If the proposed revision is approved by the Legislature and the YCDSA, then a written copy of the revision, signed by all members of the Committee and identified as "Addendum to Article 17," shall be attached to this Agreement, and such revision shall become effective as provided for in the addendum. If any provision of Article 17 and any other related language shall be inconsistent with the provisions of the addendum, then the provisions of the addendum shall be controlling.

9. Leave, as it relates to work time, will accrue as follows: Vacation, Sick, Personal, Holiday and Bereavement accrue at seven (7) hours for those employees regularly scheduled to work seven (7) hours per day. All other employees accrue leave time at the rate of eight (8) hours per day. The only exception shall be Bereavement Leave for those employees regularly scheduled to work ten (10) hours per day. Those employees may take Bereavement Leave up to ten (10) hours per day.

\* \* \* \* \*

## ARTICLE 18

### SALARIES AND WAGES

GROUP	JOB TITLE
I	Cook
II	Typist
III	Senior Typist; Account Clerk-Typist; Head Cook
IV	Secretary to the Sheriff
V	Dispatcher; Senior Communications Mechanic
VI	Correction Officer
VII	Senior Dispatcher
VIII	Deputy Sheriff; Civil Deputy Sheriff
IX	Correction Officer/Court Security
X	Correction Sergeant
XI	Deputy Sheriff-Youth Officer
XII	Deputy Sheriff-Sergeant; Senior Civil Deputy Sheriff; Deputy Sheriff-Criminal Investigator
XIII	Correction Lieutenant
XIV	Deputy Sheriff Lieutenant

For all hourly employees covered by the YCDSA contract, steps shall be determined and applied as follows:

Start	First twelve (12) months of continuous employment
1	After one (1) year of continuous employment
2	After two (2) years of continuous employment
3	After three (3) years of continuous employment
4	After four (4) years of continuous employment
9	After nine (9) years of continuous employment
14	After fourteen (14) years of continuous employment
19	After nineteen (19) years of continuous employment
24	After twenty-four (24) years of continuous employment

1. Effective the first pay period after January 1, 2008, four percent (4%) on schedule for all Groups.



## 2008 HOURLY RATES

GROUP	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 9	STEP 14	STEP 19	STEP 24
I	11.49	11.76	12.05	12.28	12.56	13.00	13.44	13.89	14.34
II	13.53	13.78	14.06	14.32	14.58	15.04	15.45	15.92	16.34
III	14.32	14.58	14.86	15.12	15.39	15.86	16.29	16.72	17.18
IV	15.09	15.36	15.65	15.92	16.19	16.63	17.05	17.50	17.93
V	17.05	17.40	17.77	18.13	18.50	18.92	19.36	19.78	20.21
VI	17.77	18.11	18.48	18.82	19.18	19.59	20.02	20.47	20.90
VII	17.93	18.29	18.64	19.38	19.75	20.17	20.59	21.05	21.50
VIII	17.93	18.84	19.15	19.48	21.67	22.12	22.56	23.07	23.54
IX	18.65	19.00	19.31	19.67	20.26	20.70	21.13	21.59	22.04
X	19.07	19.53	19.96	20.36	20.82	21.28	21.70	22.14	22.62
XI	19.07	19.53	19.96	20.36	22.47	22.95	23.44	23.90	24.39
XII	19.69	20.11	20.55	20.96	23.36	23.83	24.26	24.74	25.22
XIII	19.96	20.36	20.82	21.28	21.70	22.14	22.62	23.02	23.45
XIV	20.95	21.37	21.82	22.27	24.74	25.26	25.72	26.22	26.69

2. Effective the first pay period after January 1, 2009, three percent (3%) on schedule for all Groups.

## 2009 HOURLY RATES

GROUP	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 9	STEP 14	STEP 19	STEP 24
I	11.83	12.11	12.41	12.65	12.94	13.39	13.84	14.31	14.77
II	13.94	14.19	14.48	14.75	15.02	15.49	15.91	16.40	16.83
III	14.75	15.02	15.31	15.57	15.85	16.34	16.78	17.22	17.70
IV	15.54	15.82	16.12	16.40	16.68	17.13	17.56	18.03	18.47
V	17.56	17.92	18.30	18.67	19.06	19.49	19.94	20.37	20.82
VI	18.30	18.65	19.03	19.38	19.76	20.18	20.62	21.08	21.53
VII	18.47	18.84	19.20	19.96	20.34	20.78	21.21	21.68	22.15
VIII	18.47	19.41	19.72	20.06	22.32	22.78	23.24	23.76	24.25
IX	19.21	19.57	19.89	20.26	20.87	21.32	21.76	22.24	22.70
X	19.64	20.12	20.56	20.97	21.44	21.92	22.35	22.80	23.30
XI	19.64	20.12	20.56	20.97	23.14	23.64	24.14	24.62	25.12
XII	20.28	20.71	21.17	21.59	24.06	24.54	24.99	25.48	25.98
XIII	20.56	20.97	21.44	21.92	22.35	22.80	23.30	23.71	24.15
XIV	21.58	22.01	22.47	22.94	25.48	26.02	26.49	27.01	27.49

3. Effective the first pay period after January 1, 2010, three and one-half percent (3.5%) on schedule for all Groups.

### 2010 HOURLY RATES

GROUP	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 9	STEP 14	STEP 19	STEP 24
I	12.24	12.53	12.84	13.09	13.39	13.86	14.32	14.81	15.29
II	14.43	14.69	14.99	15.27	15.55	16.03	16.47	16.97	17.42
III	15.27	15.55	15.85	16.11	16.40	16.91	17.37	17.82	18.32
IV	16.08	16.37	16.68	16.97	17.26	17.73	18.17	18.66	19.12
V	18.17	18.55	18.94	19.32	19.73	20.17	20.64	21.08	21.55
VI	18.94	19.30	19.70	20.06	20.45	20.89	21.34	21.82	22.28
VII	19.12	19.50	19.87	20.66	21.05	21.51	21.95	22.44	22.93
VIII	19.12	20.09	20.41	20.76	23.10	23.58	24.05	24.59	25.10
IX	19.88	20.25	20.59	20.97	21.60	22.07	22.52	23.02	23.49
X	20.33	20.82	21.28	21.70	22.19	22.69	23.13	23.60	24.12
XI	20.33	20.82	21.28	21.70	23.95	24.47	24.98	25.48	26.00
XII	20.99	21.43	21.91	22.35	24.90	25.40	25.86	26.37	26.89
XIII	21.28	21.70	22.19	22.69	23.13	23.60	24.12	24.54	25.00
XIV	22.34	22.78	23.26	23.74	26.37	26.93	27.42	27.96	28.45

4. Effective the first pay period after January 1, 2011, three and one-half percent (3.5%) on schedule for all Groups.

### 2011 HOURLY RATES

GROUP	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 9	STEP 14	STEP 19	STEP 24
I	12.67	12.97	13.29	13.55	13.86	14.35	14.82	15.33	15.83
II	14.94	15.20	15.51	15.80	16.09	16.59	17.05	17.56	18.03
III	15.80	16.09	16.40	16.67	16.97	17.50	17.98	18.44	18.96
IV	16.64	16.94	17.26	17.56	17.86	18.35	18.81	19.31	19.79
V	18.81	19.20	19.60	20.00	20.42	20.88	21.36	21.82	22.30
VI	19.60	19.98	20.39	20.76	21.17	21.62	22.09	22.58	23.06
VII	19.79	20.18	20.57	21.38	21.79	22.26	22.72	23.23	23.73
VIII	19.79	20.79	21.12	21.49	23.91	24.41	24.89	25.45	25.98
IX	20.58	20.96	21.31	21.70	22.36	22.84	23.31	23.83	24.31
X	21.04	21.55	22.02	22.46	22.97	23.48	23.94	24.43	24.96
XI	21.04	21.55	22.02	22.46	24.79	25.33	25.85	26.37	26.91
XII	21.72	22.18	22.68	23.13	25.77	26.29	26.77	27.29	27.83
XIII	22.02	22.46	22.97	23.48	23.94	24.43	24.96	25.40	25.88
XIV	23.12	23.58	24.07	24.57	27.29	27.87	28.38	28.94	29.45

5. The probationary term for every permanent appointment to a Deputy Sheriff position shall be no more than seventy-eight (78) weeks. The probationary term for every permanent appointment to the position of Correction Officer or Dispatcher shall be no more than fifty-two (52) weeks.
6. When an employee works the majority of hours between the hours of 3:00 p.m. of one day and 7:00 a.m. of the following day, such work shall be referred to as "night shift work." The hourly pay rate for the employee while performing night shift work shall be the regular hourly pay rate plus forty cents (\$.40).
7. The hourly pay rate for overtime work performed by an employee shall be one and one-half (1½) times his/her regular hourly pay rate.
8. "Officer-In-Charge" Pay - For each hour an employee covered by this Agreement is designated as the Officer-In-Charge, he/she shall receive a premium payment of fifty cents (\$.50) per hour in addition to his/her regular hourly pay rate, provided, however, that said designation is for a majority of the employee's regular shift. Further, the employee must actually perform the duties associated with the Officer-In-Charge designation to be eligible for said pay.
9. The hourly pay rate for "call-back work" performed by an employee shall be one and one-half (1½) times his/her regular hourly pay rate. Such compensation shall be referred to as "call-back pay." Call-back pay shall NOT be included in any calculation determining overtime pay, holiday pay or any regular hourly pay rate regarding vacation leave, sick leave, bereavement leave or personal leave. Each time an employee who is not on duty and who has departed his/her last duty station is called back to work, he/she shall be entitled to a minimum of three (3) hours call-back pay whether or not such employee works for three (3) hours during such call-back, with the exception of an employee called back within two (2) hours prior to his/her scheduled shift. Unless otherwise stipulated by the Sheriff, such employee shall continue on to the regular shift and shall be paid according to the overtime terms of this Agreement.
10. Compensatory time: employees may elect to take compensatory time in lieu of overtime pay subject to the following accumulation and use caps: 42 hours per year for all deputy positions, 84 hours per year for all corrections positions, and 120 hours per year for all other positions. Any employee with accrued, unused compensatory time at the end of his/her work day on December 31 of each year shall receive payment for this time calculated on the basis of the employee's hourly rate of pay in effect on December 31 of each year. This payment shall be made by the Yates County Treasurer's Office as soon as practicable after December 31 of each year and shall be a payment separate from the regular paycheck.

All use of compensatory time shall be scheduled subject to the Sheriff's approval. Such compensatory time is credited at a rate of one and one-half (1½) hours for each authorized overtime hour worked. With the exception of the above-referenced payment for the year-end balance, the hourly pay rate in effect at the time compensatory time is taken shall be used in determining payment to the employee for the compensatory time.

11. Members of the YCDSA may, at their option, participate in the Yates County Deferred Compensation Plan.
12. When a Correction Officer covered by this Agreement is assigned by the Sheriff, or his/her designee, to perform intermittent court security duties, he/she will receive a premium payment of fifty cents (\$.50) per hour in addition to his/her regular pay rate for time actually worked in said capacity. The Sheriff, or his/her designee, shall have the discretion to make the assignment.
13. Canine Unit Compensation. The County shall compensate by cash, and cash only, each employee dog handler for a maximum of five (5) hours per week for the normal care and maintenance of his/her assigned police dog, exclusive of time which may be spent by the canine handler on specialized police canine training. The five (5) hours per week is calculated on the basis of one-half (½) hour per regularly scheduled workday regardless of whether the canine handler worked such day or not and one (1) hour on each of the canine handler's pass days. The parties acknowledge that this is a fair, reasonable and realistic estimate of the amount of time normally required for such activity.

Said compensation shall be paid at straight time or time and one-half (1½) as the case may be. The Sheriff shall have the discretion to schedule the aforementioned work time as part of, or in addition to, the canine handler's regularly scheduled workday. Said compensation is intended to include all care of the assigned dog, including but not limited to the feeding, bathing, brushing, routine training, exercise, grooming and related cleaning of the dog's kennel and transport vehicle(s), as well as similar activities performed by the canine handler at home on work days as well as on days off-duty or during vacation or other leave periods. Said compensation shall also cover all time spent administering drugs or medicine for illness as well as any compensable time worked transporting the dog to and from an animal hospital or veterinarian.

The parties further recognize that there may be occasions when additional work time is required to be spent by the canine handler for care and maintenance of a police dog outside of normal duty hours. In such event, the canine handler shall be permitted to request additional compensation for such time. Such request shall not be unreasonably denied, but the canine handler shall be expected to submit the same for approval in writing from the Sheriff, or his/her designee, before the additional work is performed.

The Sheriff shall have the sole discretion to determine the number of dogs, and canine handlers, if any, to be assigned to the canine unit.

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## ARTICLE 19

### EDUCATION BENEFIT

1. On the first pay day in each December while this Agreement is in effect, any employee who has completed four (4) years or more of continuous employment with the Department and is the holder of an Associate Degree in Police Science, Criminal Justice or Corrections, shall be paid a bonus of Two Hundred Dollars (\$200.00).
2. On the first pay day in each December while this Agreement is in effect, any employee who has completed four (4) years or more of continuous employment with the Department and is the holder of a Bachelor's Degree in Police Science, Criminal Justice or Corrections, shall be paid a bonus of Four Hundred Dollars (\$400.00).
3. In the year in which an employee first becomes entitled to the educational bonus, he/she must file proof with the Yates County Treasurer, prior to December 1 of that year, that he/she is the holder of either an Associate Degree or Bachelor's Degree in Police Science, Criminal Justice or Corrections. Thereafter, the employee shall be entitled to payment of the bonus with respect to the applicable degree without again filing proof of holding such degree.

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## ARTICLE 20

### **CONTRACT GRIEVANCE PROCEDURE**

#### **PURPOSE:**

This procedure is intended to resolve a dispute between one or more employees and the County with regard to the interpretation of this employment contract. Such dispute shall be known as a “contractual grievance” and shall NOT include disputes involving “disciplinary grievances.” If more than one employee shall file a contractual grievance at approximately the same time, involving the same contractual dispute, for purposes of this procedure the grievance shall be treated as one and processed as a unit.

#### **DEFINITIONS:**

The term “EMPLOYEE” shall mean any person employed by the County who is covered by this Agreement.

The term “EMPLOYER” shall mean the County of Yates.

The term “DEPARTMENT HEAD” shall mean the Sheriff.

The term “GRIEVANCE HEARING COMMITTEE” shall mean a committee consisting of not less than three (3) members of the Yates County Legislature, appointed from time to time, for the purpose of hearing grievances in accordance with this procedure.

The term “REPRESENTATIVE,” unless otherwise indicated, shall mean any person selected by the employee to appear with or on behalf of any employee in regard to any grievance, and shall include, but not be limited to, an attorney at law or a representative of any negotiating agent recognized by the County of Yates to represent such employee. No provision of this Article or of this Agreement shall be interpreted to require the YCDSA to represent any employee at any stage of this procedure if the YCDSA considers the grievance to be without prevention or in contradiction of any law or regulations.

#### **PROCEDURE - Step 1:**

The employee shall present his/her grievance to the Department Head within fifteen (15) working days of the time at which such event became known to the employee, or should reasonably have become known to the employee, whichever is later. The Department

Head shall consult with the employee and permit the employee to consult with any higher ranking supervisors within the department.

Presentation, discussion and attempted resolution of a grievance in Step 1 shall be on an oral basis. At Step 1, group grievances shall be presented to the lowest ranking supervisor common to all employees in the grieving group. Within ten (10) days of the presentation of the grievance, the Department Head shall make a written determination and provide a copy to the employee, his/her representative and the Chairman of the Grievance Hearing Committee. If such grievance is not satisfactorily resolved at Step 1, the employee or employees may proceed to Step 2.

### **PROCEDURE - Step 2:**

Step 2 shall consist of a request, by the employee and/or his/her representative, for a review by the Grievance Hearing Committee of the determination under Step 1. The employee's request shall be in writing, and shall include a statement of the specific nature of the grievance and the facts relating thereto. Such request shall be made jointly or severally by the employee and the Department Head. The request shall be presented to the Grievance Hearing Committee by mail or personal delivery to the Clerk of the Yates County Legislature within three (3) working days of the conclusion of Step 1. The Clerk of the Legislature shall promptly advise the Chairman of the Grievance Hearing Committee of such request and within ten (10) working days of receipt of the request by the Clerk, the Grievance Hearing Committee shall conduct an informal hearing, at which all concerned parties shall be notified to appear and be allowed to testify. The Grievance Hearing Committee shall render a determination, in writing, within five (5) working days of the conclusion of the hearing. A copy of such decision shall be mailed to the employee and his/her representative, if any, and to the Department Head. Such mailing shall constitute the completion of Step 2. The Chairman of the Grievance Hearing Committee shall promptly supply the Chairman of the County Legislature with a copy of the determination.

If the employee is dissatisfied with the determination of the Hearing Committee, then the employee may proceed to Step 3.

### **PROCEDURE - Step 3:**

The YCDSA, and only the YCDSA, shall have the right to submit the grievance to advisory arbitration within seven (7) working days following the completion of Step 2. Within said seven (7) days, the YCDSA shall give written notice of such fact, which shall be mailed or delivered to the Clerk of the Yates County Legislature.

The Clerk shall promptly notify the Chairman of the County Legislature of the receipt of such notice. Promptly thereafter the Chairman of the Yates County Legislature and the YCDSA shall request the New York State Public Employment Relations Board (PERB),



from its Panel of Arbitrators, to forward to the parties the names of five (5) suitable arbitrators available for advisory arbitration. The Chairman, or his/her designee, and the YCDSA shall alternately cross off one name until only one name remains. Such person shall be the advisory arbitrator. On the first occasion when a grievance proceeds to this step, the Chairman, or his/her representative, shall first cross off a name. Upon a second grievance proceeding to Step 3, the YCDSA shall first cross off a name; and the first to cross off a name shall alternate thereafter for each grievance proceeding to Step 3.

The arbitrator shall promptly hear the grievance and render his/her advisory opinion, in writing, to all the interested parties within fifteen (15) days of the date of the hearing. The County and the YCDSA shall share equally the cost of arbitration.

If the County does not agree to the advisory opinion, or if the County accepts the advisory opinion and the employee is dissatisfied with the opinion, then the employee may proceed to Step 4.

#### **PROCEDURE - Step 4:**

Step 4 shall consist of a written request by the employee, and/or his/her representative, for a review of the decision of the Grievance Hearing Committee by the Yates County Legislature. Such request shall state the nature of the grievance and the remedial action desired, and such request shall be mailed or delivered to the Clerk of the Yates County Legislature within five (5) working days of the conclusion of Step 3. The Clerk shall promptly forward one (1) copy of the request to the Chairman of the County Legislature and one (1) copy to the Chairman of the Grievance Hearing Committee.

Thereupon, the Chairman of the County Legislature shall, within fifteen (15) working days of the receipt by the Clerk of the written request of the employee, conduct a hearing by the Yates County Legislature, at least a quorum being present, at which all concerned parties shall be notified to appear and be allowed to testify. The hearing may be adjourned from time to time.

Within five (5) working days of the conclusion of the hearing, the Yates County Legislature shall make a written determination, which shall include findings of fact and a decision. A copy of such determination shall be mailed to the employee and his/her representative, if any, and to the Department Head. Such mailing shall constitute the completion of Step 4.

#### **OTHER PROVISIONS:**

The employee and his/her representative shall be allowed such time off from his/her regular duties as may be necessary and reasonable for the processing of the employee's

grievance. Such time off shall be without loss of pay and any other benefit to which the employee and his/her representative would otherwise be entitled under this Agreement.

\* \* \* \* \*

## ARTICLE 21

### RECOVERY OF TRAINING COSTS

In the event the employer is required to provide the Municipal Police Training Council (MPTC) basic training course for an employee of the department, and in the event the employee voluntarily separates from the department within two (2) years of the date of completion of training, the employee shall reimburse the County for all expenses, as defined below, paid by the County during, or in conjunction with, his/her MPTC basic training, according to the following pro-rated schedule:

<u>Length of employment after completion of training</u>	<u>Reimbursement of expenses</u>
Up to 1 year	75%
1 year to 2 years	50%

Expenses subject to the cost of training include, but are not limited to, any reimbursement for the cost of travel, lodging, meals, books, tuition, any other expense associated with training, or any payment made by the County to a third party for a benefit made available to an employee during the time of training, as the case may be. The above information shall be available, upon request of the employee, ninety (90) days after completion of training. Any and all accrued and as yet unpaid leave shall be liquidated and applied to this reimbursement on behalf of said employee. After completion of training, any unauthorized leave of more than five (5) days in a calendar year shall not be considered as time employed. For the purposes of this Article, a voluntary separation shall include a provoked discharge, which is hereby defined to be a discharge occasioned by a deliberate or willful act, at least partially motivated by an intention to avoid the reimbursement obligation under the terms of this Article.

Prior to seeking legal recourse to obtain reimbursement, the County shall liquidate any accrued paid leave, other than leave for reason of illness or disability, as may be necessary to obtain full reimbursement pursuant to this provision of the contract; and, should the County prevail, the individual responsible for reimbursement shall, in addition, reimburse the County for all its legal expenses associated with the proceeding. A copy of this language of the Agreement shall be provided to all individuals interviewed for employment with the County; provided, however, the failure of the County to do so shall not affect the obligation of an individual for reimbursement in accordance with the terms of this Article. Actions taken under this Article or section of the contract shall not be arbitrable.

Any and all reimbursement to the County from any other source shall reduce the employee's liability of reimbursement to the County in that amount, dollar for dollar.

\* \* \* \* \*

## ARTICLE 22

### EMPLOYEE ADDRESS AND TELEPHONE NUMBER

1. It shall be the responsibility of each employee to keep the County and the Sheriff informed of the employee's current address and a telephone number where he/she can be reached as required for work related matters.

\* \* \* \* \*

## ARTICLE 23

### MISCELLANEOUS

1. The County and the YCDSA agree that upon written demand of either party, the parties shall convene to negotiate a drug and alcohol testing policy.

\* \* \* \* \*

## APPENDIX “A”

### Memorandum of Understanding Between YCDSA, County and Sheriff Mandatory Overtime Assignments (MOAs)

1. This MOA affects only the Corrections Bureau jail division. The term “shift supervisor” used herein is to include OIC as per **GO 5-94**.
2. Volunteer overtime assignments, as well as utilization of part-time COs thereafter, will continue as currently practiced.
3. a. The shift supervisor in the jail shall have a **Mandatory Overtime List (MOL)** for managing MOAs. The MOL shall consist of all Corrections Officers including first line supervisors ranked by seniority from the least descending to the most so that in the event voluntary overtime and part-time coverage is not met then the supervisor can schedule by order the least senior officer on duty at the time to perform the overtime extension, which will be ½ a shift. Should the unscheduled overtime situation continue for the second ½ of the shift, the supervisor can schedule by order the least senior officer scheduled to be on duty during the subsequent shift to work the ½ shift preceding his/her shift.
  - b. If an unscheduled overtime situation arises for a shift, the shift supervisor shall, in the following order:
    - 1) check to see if anyone working wants the overtime; if not successful,
    - 2) attempt to contact all full-time COs to be asked to work the vacant shift, by seniority starting with the least senior officer; if not successful,
    - 3) attempt to contact all part-time COs to be asked to work the vacant shift, by seniority starting with the least senior officer; if not successful,
    - 4) attempt to contact all full-time Emergency Services Dispatchers who are Jail Control-trained to be asked to work the vacant shift; if not successful,
    - 5) start down the MOL until someone is reached.

Note – Step 4 above is not used in an instance where the officer assigned to Control for the shift in question is on restricted duty to that position.

4. Once that overtime has been completed that officer’s name will be moved to the bottom of the MOL.
5. The rotation will continue perpetually moving the officers’ names up the MOL. Such MOL shall be conspicuously posted and maintained daily.
6. Should the next officer on the MOL be absent from duty, the next available officer on the MOL will perform the OT. The name of the absent officer will remain on the top of the list.
7. This method of utilizing the MOL will also be applicable for unscheduled “call-in” overtime assignments.

8. When utilizing a MOA shift it shall be no longer than ½ shift (which in some instances may be as much as 4-1/2 hours) in duration unless an emergency arises during the shift. An emergency for the purposes of this agreement shall not be for the non-availability of staff. Also should it be a full shift vacancy the officer being scheduled can voluntarily opt to take all hours of the full shift instead of the ½ shift.
9. An MOA shift shall not be assigned to an employee who is on prior approved leave. However, his/her name will remain on top of the list.
10. A Correction Officer who is on his/her single day off shall not be assigned a MOA shift. However, his/her name will remain at the top of the list.
11. Correction Officers should always be familiar with their current ranking on the MOL and know when their name is up next or on deck so that they will attempt to be more available for the call-in, i.e., answering the telephone, etc.
12. As a courtesy the supervisor will notify staff of the potential MOA at the earliest possible time for the convenience of the officer(s) being so ordered.
13. Should the officer that is being mandated overtime have a valid issue that causes undue hardship for him/her to work the overtime (i.e., physician, dentist or attorney appointments), the supervisor can, at his/her discretion, continue down the list to the next officer. However, the officer claiming the hardship will remain at the top of the list.

For:

\_\_\_\_\_  
Yates County Deputy Sheriffs' Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
County of Yates

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sheriff of Yates County

\_\_\_\_\_  
Date