

**AGREEMENT**

**BETWEEN**

**THE COUNTY AND SHERIFF OF SCHUYLER**

**AND THE**

**SCHUYLER COUNTY CORRECTION OFFICER'S BENEVOLENT ASSOCIATION,  
INC.**

**FOR THE PERIOD**

**JANUARY 1, 2017 THROUGH DECEMBER 31, 2020**

**ARTICLE 1**  
**RECOGNITION, MEMBERSHIP DUES, AGENCY SHOP FEE**  
**AND OTHER DEDUCTIONS**

1.1 Recognition

The County and Sheriff of Schuyler (“Employer”) recognize the Schuyler County Correction Officer’s Benevolent Association, Inc. (“Association”) as the sole and exclusive bargaining agent for all titles set forth in 1.2 herein.

1.2 Application of Agreement

This Agreement shall apply to all full and part-time employees within the bargaining unit as set forth below:

- a) Animal Control Officer
- b) Cook
- c) Correction Officer
- d) Correction Officer Sergeant
- e) Senior Account Clerk – Keyboard Specialist
- f) Special Patrol Officer
- g) Transport Aide - Female

1.3 Membership Dues Deduction

Upon written authorization of the employee concerned, but no later than the first (1<sup>st</sup>) week of employment, or until the affected employee subsequently revokes the authorization, in writing, to both the Employer and Association, the Employer shall deduct the membership dues established by the Association from each payroll check of each employee. The Employer shall forward all dues deductions to the Association no later than five (5) calendar days after the pay period in which the deductions occurred.

The Association shall notify the Employer, in writing, the established dues for deduction, and changes, as they occur.

1.4 Assessments

The Employer agrees to deduct from the wages of an employee, any assessment establishing the Association. The Employer shall forward all assessments to the Association no later than five (5) calendar days after the pay period in which the deduction occurred. The Association shall notify the Employer, in writing, the assessment to be deducted.

1.5 Agency Shop Fee

The Employer agrees to deduct from the wages of an employee who does not provide written authorization for dues deduction as set forth in Section 1.3 herein, who is not a member of the Association, but is represented by the Association for the purpose of collective bargaining, an Agency Shop Fee in the amount equivalent to the amount of dues payable by a member of the Association, provided that the Association establish and maintain a procedure providing for the refund to any employee demanding the return of any or part of such Agency Shop Fee, deductions which represent the employee's prorated share of the expenditure by the Association in aid of activities or cause incidentally related to terms and conditions of employment. The Employer shall deduct the Agency Shop Fee from each payroll check of each employee. The Employer shall forward all Agency Shop Fee deductions to the Association no later than five (5) calendar days after the pay period in which the deductions occurred.

The Association shall notify the Employer, in writing, the established Agency Shop Fee for deduction, and changes, as they occur.

1.6 Other Deductions

The Employer, upon written authorization of the employee concerned and unless the employee subsequently rescinds the authorization, agrees to permit deduction from the employee's payroll check for:

- A. Insurance premiums for home, automobile, accident and life insurance coverage sponsored by the Association or affiliate.
- B. U.S. Savings Bonds.

It is further agreed and understood that, notwithstanding anything else to the contrary, such deductions must comply with appropriate law and function.

1.7 Indemnification

The Association agrees to hold the Employer harmless from any and all damages as a result of making the payroll and other deductions set forth in this Article.

**ARTICLE 2  
OBLIGATIONS, RIGHTS AND RESPONSIBILITIES  
OF THE ASSOCIATION**

2.1 No Discrimination

The Association agrees that it shall not discriminate in its representation of employees in the unit as defined, whether or not they are voluntarily paying dues or not. No employee

shall be discriminated against in any way by the Employer, or by its agent(s), based on membership in the Association or work performed on behalf of the Association and its unit members.

## 2.2 No Strike

The Association agrees that it shall not strike against the Employer, assist or participate in any strike, slowdown or other work stoppage, or instigate, encourage or condone its membership roles in the foregoing.

## 2.3 Association Officers

The Association shall forward to the Employer a list of the names and titles of its officers and representatives, plus changes as they occur.

## 2.4 Association Bulletin Board

There shall be a designated bulletin board or a reasonable section thereof, in the Sheriff's Office, for use by the Association. All Association notices must be signed by the appropriate Association officer. All notices must bear the date of posting and date of removal and be removed promptly when they have served their purpose.

## 2.5 Labor/Management

Authorized spokespersons for the Employer and Association shall meet at the request of either party, to discuss questions or differences of opinion concerning the administration of this Agreement or other terms and conditions of employment. The request shall be in writing, addressed to the Sheriff and County Administrator or designated representative, or Association President or designated representative, at their respective addresses, and shall contain a statement of the specific subject matter or matters to be reviewed.

The labor/management meeting shall be scheduled by mutual agreement before the time limit to file a grievance may be required, as set forth in Article 17 – Grievance Procedure. The parties may agree to extend the time limits in the event a grievance may be required, as contained within the Grievance Procedure, in order to resolve the subject matter as stated in the written request.

Any agreement or understanding reached between the parties shall be reduced to writing and signed by an authorized representative of each party and attached and made a part of this Agreement.

## 2.6 Association Time

The Association President, or designee, shall be released for his/her regular duties, with pay, to administer this Agreement and its terms and conditions of employment.

2.7 Maintenance of Standards

The Employer agrees that any and all terms and conditions of employment and rights the Association had prior to entering into this Agreement, not specifically granted in this Agreement, are retained by the Association.

**ARTICLE 3  
EMPLOYER RIGHTS**

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

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

**ARTICLE 4  
COMPENSATION**

4.1 Base Wage and Hourly Rates of Pay Schedule

The Base Wage, Hourly Rate of Pay and Longevity Schedules are attached hereto as Appendix "A" and made a part of this Agreement, and placed on the Schedule based on the employees' years of service with the Employer.

4.2 Longevity Schedule

All full-time civilian titles (e.g., Senior Account Clerk-Keyboards Specialist), shall be paid longevity over and above his/her Base Wage as follows:

<u>Completed Years of Service</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>
5	+.15/hr.	+.15/hr.	+.15/hr.	+.15/hr.
10	+.20/hr.	+.20/hr.	+.20/hr.	+.20/hr.
15	+.25/hr.	+.25/hr.	+.25/hr.	+.25/hr.
20	+.30/hr.	+.30/hr.	+.30/hr.	+.30/hr.
25	+.35/hr.	+.35/hr.	+.35/hr.	+.35/hr.
30 and above	+.40/hr.	+.40/hr.	+.40/hr.	+.40/hr.

The above longevity hourly rates are cumulative. The longevity hourly rate shall be added to the employee's Base Wage as set forth herein, and included in the overtime calculation.

All New Employees (non-civilian titles hired after ratification of contract) will receive the following longevity (no change for current staff):

<u>Completed Years of Service</u>	
5	+.20/hr.
10	+.20/hr.
15	+.25/hr.
20	+.30/hr.
25	+.35/hr.
30 and above	+.40/hr.

## ARTICLE 5

### UNIFORMS, EQUIPMENT, UNIFORM AND CLEANING ALLOWANCES

#### 5.1 Initial Issue of Uniforms and Equipment

The Employer shall provide all employees in the following titles with his/her initial uniforms and equipment, at no cost. The Employer shall replace all uniforms and equipment provided, on a normal wear and tear basis, at no cost. The Employer shall replace any uniforms and equipment provided which is destroyed or damaged in the performance of duty, at no cost.

#### Correction Officer and Correction Sergeant

<u>Jail Division</u>	<u>Communication Center</u>	<u>Part-Time</u>
<b>Black</b>	<b>Black</b>	<b>Black</b>
3 pair Pants	3 pair Pants	3 pair Pants
3 Short Sleeve Shirts	3 Short Sleeve Shirts	3 Short Sleeve Shirts
3 Long Sleeve Shirts	3 Long Sleeve Shirts	3 Long Sleeve Shirts
<b>Black</b>	1 Sweater	1 Jacket
1 pair Pants	1 Lightweight Jacket	1 Coat
1 Short Sleeve Shirt	1 Winter Coat	1 Sweater

(cont.)

Jail Division

1 Long Sleeve Shirt  
1 Lightweight Jacket  
1 Winter Coat  
1 Sweater  
1 Badge  
2 Collar Devices  
1 Tie  
1 Tie Bar  
1 pair Boots/Shoes

Communication Center

1 Badge  
2 Collar Devices  
1 Tie  
1 Tie Bar  
1 pair Boots/Shoes

Part-Time

1 Badge  
2 Collar Devices

Special Patrol Officer

**Black**

3 Long Sleeve Shirts  
3 Short Sleeve Shirts  
3 pair Pants  
1 Lightweight Jacket

Animal Control Officer

**Tan**

3 pair Pants  
3 Short Sleeve Shirts  
3 Long Sleeve Shirts  
1 Coat  
1 Sweater  
1 Badge  
1 pair Boots

Female Transport Aide

**Black**

1 Long Sleeve Shirt  
1 Short Sleeve Shirt  
1 pair Pants  
1 Lightweight Jacket

Any other article or clothing required by the Sheriff, shall be added to the initial issue above, and provided by the Employer, at no cost to the employee.

5.2 Cleaning Allowance

The Employer shall provide a dry cleaning service, at no cost to all employees issued uniforms. The dry cleaning service shall provide for pick-up and delivery each week, at the Sheriff's Office. Each employee issued uniforms shall be entitled to submit his/her uniform articles for dry cleaning.

**ARTICLE 6**

**HOURS OF WORK, OVERTIME, TOURS OF DUTY AND WORK SCHEDULE**

6.1 Workday, Work Schedule and Workweek

Each full-time employee shall work as set forth below:

Full-time Correction Officers, and Correction Sergeants

### Correctional Facility (Jail)

All Correction Officers and/or Correction Sergeant(s) shall bid, by seniority, based on the staffing level(s) determined by the Sheriff or designee, on one (1) of the tours of duty:

- “A” line – 11:00 p.m. to 7:00 a.m.
- “B” line - 7:00 a.m. to 3:00 p.m.
- “C” line - 3:00 p.m. to 11:00 p.m.

All Correction Officers and/or Correction Sergeant(s) shall have two (2) fixed consecutive days off, which shall be either Tuesday and Wednesday, or Friday and Saturday, or Sunday and Monday. Prior to the end of each calendar quarter, any Correction Officer and/or Correction Sergeant(s) working in the Correctional Facility (Jail) shall have the right, based on seniority, to bump a less senior employee on a tour of duty and/or days off. Seniority shall be the date when an employee starts his/her employment as a full-time Correction Officer with the Schuyler County Sheriff’s Office. Seniority for a Correction Sergeant shall be the date when he/she is promoted to that position with the Schuyler County Sheriff’s Office.

### Correctional Facility – Jail (Corrections Sergeant Acting as Jail Administrator)

The Correction Sergeant assigned as Jail Administrator’s normal work week shall be Monday through Friday from 7:00am to 3:00pm, with the employee having the ability to flex this schedule with the approval of the Sheriff or Undersheriff.

Notwithstanding the above, in the occurrence of mass gathering permitted events, the Employer shall have the right to modify all full-time Correction Officers, Correction Sergeants, and the Correction Sergeant/Jail Administrator work schedules and hours of work in order to address the specific staffing of said event.

### Communication Center

All Correction Officers and/or Correction Sergeant(s) shall bid, by seniority, based on the staffing level(s) determined by the Sheriff or designee, on one (1) of the following tours of duty:

- “A” line – 11:00 p.m. to 7:00 a.m.
- “B” line - 7:00 a.m. to 3:00 p.m.
- “C” line - 3:00 p.m. to 11:00 p.m.

All Correction Officers and/or Correction Sergeant(s) shall have two (2) fixed consecutive days off, which shall be either Tuesday and Wednesday, or Friday and Saturday, or Sunday and Monday. Prior to the end of each calendar quarter, any Correction Officer and/or Correction Sergeant(s) working in the Correctional Facility (Jail) shall have the right, based on seniority, to bump a less senior employee on a tour of



duty and/or days off. Seniority shall be the date when an employee starts his/her employment as a full-time Correction Officer with the Schuyler County Sheriff's Office. Seniority for a Correction Sergeant shall be the date when he/she is promoted to that position with the Schuyler County Sheriff's Office.

The workweek for all other full-time employees shall be forty (40) hours each week.

## 6.2 Overtime Payment

A full-time employee who works in excess of his/her eight (8) hour workday or when not scheduled to work, or forty (40) hours in a workweek shall be considered overtime. The Employer shall pay overtime to all full-time employees at the rate of one and one-half times (1.5X) the employee's hourly rate of pay, inclusive of longevity, if applicable, except as set forth in Article 7 – Holidays, or at the full-time employee's option, be credited with compensatory time as set forth herein (e.g., work 8 hours, credited with 12 hours compensatory time). All paid leave taken shall be considered as hours worked in the computation of overtime.

Any employee with twenty (20) or more years of service with the Employer, and who separates from employment, or who retires from employment, or receives a disability retirement for an injury or illness sustained in the performance of duty, shall have the option to be paid or be credited with the dollar amount computed by multiplying his/her number of unused accumulated compensatory hours (days) by his/her then current daily rate of pay, up to the maximum accumulation set forth herein, to be retained by the Employer and utilized for the purpose of paying the employee's health insurance, dental insurance, and vision plan coverage premiums not paid for by the Employer as set forth in Article 15- Insurances until such time as the dollar amount is exhausted. The health insurance plan, dental insurance plan, and vision plan coverage premiums, individual or family, shall be the same that is provided to active employees. An employee may opt to change from the family to individual coverage, but not from the individual to family. Upon exhaustion of the value of the dollar amount of all unused compensatory time accumulation, the employee shall be responsible for the health insurance, dental insurance and vision plan coverage premiums not paid for by the employer as set forth in Article 15- Insurance. The implementation of this section shall in no way diminish the percentage of retiree health insurance, dental insurance and vision plan coverage premiums paid by the Employer as set forth in Article 15-Insurance.

All paid leave taken shall be considered as hours worked in the computation of overtime. All overtime shall be paid in the pay period following when it was earned.

## 6.3 Call-In Pay

A full-time employee who is "called in" to and reports for work before or after his/her regularly scheduled workday, or on his/her regularly scheduled day off (pass day), or on a Holiday enumerated in this Agreement, or when not scheduled to work, shall be guaranteed and paid a minimum of three (3) hours of overtime pay, as set forth herein, or

Article 7 – Holidays. A full time employee who is “held over” in the course of a regularly scheduled work day will receive overtime pay for the actual hours worked beyond the regularly scheduled workday.

A part-time employee who is “called in” to and reports to work when he/she is not regularly scheduled, shall be guaranteed and paid a minimum of four (4) hours of straight time.

6.4 Meal Allowance

In the month of January each year and any changes that occur during that year, the Employer shall provide the Association President, in writing, meal and other expenses policy for reimbursement.

**ARTICLE 7  
HOLIDAYS**

7.1 Holiday Entitlement

All full-time employees shall be entitled to receive thirteen (13) paid Holidays. The Holidays are as follows:

- |                                      |                            |
|--------------------------------------|----------------------------|
| 1. New Year’s Day                    | 8. Labor Day               |
| 2. Martin Luther King Jr.’s Birthday | 9. Columbus Day            |
| 3. Presidents’ Day                   | 10. Veterans Day           |
| 4. Good Friday                       | 11. Thanksgiving Day       |
| 5. Memorial Day                      | 12. Day After Thanksgiving |
| 6. Fourth of July                    | 13. Christmas Day          |
| 7. One (1) Floating Holiday          |                            |

7.2 Holiday Pay

A full-time employee who works on any of the named Holidays above shall have the option to either receive eight (8) hours’ Holiday pay, or if the employee elects, be credited and bank eight (8) hours of Holiday time, together with pay at his/her regular daily rate of pay for all hours, or any part thereof, actually worked. In the event any of the named Holidays above occurs on a full-time employee’s days off, he/she shall receive eight (8) hours Holiday pay, or if the employee elects, be credited and bank eight (8) hours of Holiday time. All Holidays shall be observed on the actual date of the Holiday, regardless of the day of the week upon which it falls, or the nationally observed date.

Any part-time employee who works on any of the named holidays above, or part thereof, shall be paid at the rate of one and one half times (1.5x) his/her hourly rate of pay for all hours, or parts thereof, worked.

7.3 Unused Holiday Compensatory Time

Effective January 1, 2017, and each year thereafter, each full time employee shall be entitled to be paid for up to a maximum of eighty (80) hours credited and banked holiday compensatory time as set forth in 7.2 Holiday Pay, in the first (1<sup>st</sup>) pay period of June and December each year. (Can be used in any combination not to exceed maximum for the year e.g. 55/25; 20/60.) All unused or unpaid banked holiday compensatory time shall be placed in the overtime compensatory time bank as set forth in Article 6, 6.2 of this agreement.

Any employee with twenty (20) or more years of service with the employer, and who separates from employment, or who retires from employment, or receives a disability retirement for an injury or illness sustained in the performance of duty, shall have the option to be paid or be credited with the dollar amount computed by multiplying his/her number of unused accumulated holiday compensatory time by his/her then current daily rate of pay, up to the maximum accumulation set forth herein, to be retained by the Employer and utilized for the purpose of paying the employee's health insurance, dental insurance and vision plan coverage premiums not paid for by the employer as set forth in Article 15- Insurances. The implementation of this section shall in no way diminish the percentage of retiree health insurance, dental insurance and vision plan coverage premiums paid by the employer as set forth in Article 15-Insurances.

**ARTICLE 8  
VACATION**

8.1 Crediting

Each full-time employee shall accrue vacation in the first (1<sup>st</sup>) pay period of each calendar month as follows:

For employees hired full time prior to ratification of the contract (1/23/17):

<u>Years of Service</u>	<u>Vacation</u>
Starting through 5 <sup>th</sup> year	6.75 hours (81 hours total)
Starting 6 <sup>th</sup> through 10 <sup>th</sup> year	10.00 hours (120 hours total)
Starting 11 <sup>th</sup> through 15 <sup>th</sup> year	13.50 hours (162 hours total)
Starting 16 <sup>th</sup> year and above	17.00 hours (204 hours total)

For employees hired full time after ratification of the contract (1/23/17):

<u>Years of Service</u>	<u>Vacation</u>
Starting through 7 <sup>th</sup> year	6.75 hours (81 hours total)
Starting 8 <sup>th</sup> through 15 <sup>th</sup> year	10.00 hours (120 hours total)
Starting 16 <sup>th</sup> year and above	13.50 hours (162 hours total)

## 8.2 Carry Over

Each full-time employee shall be entitled to accumulate and carry over, from year to year, any unused vacation, not to exceed four hundred (400) hours (50 work days).

## 8.3 Payment

In the event of separation of an employee from service, that employee shall be paid for all accrued vacation at the rate of pay at the time, up to a maximum of two hundred and forty (240) hours, no later than the payroll following separation or death. In the event of death of an employee, the employee's beneficiary or estate, as the case may be, shall be paid as set forth herein, no later than thirty (30) calendar days following death, or no later than thirty (30) calendar days after the Employer has been provided with written documentation of who the beneficiary is, or written communication of who the executor is for the estate.

Any employee with twenty (20) or more years of service with the Employer, and who separates from employment, or who retires from employment, or receives a disability retirement for an injury or illness sustained in the performance of duty, shall have the option to be paid or be credited with the dollar amount computed by multiplying his/her number of unused accumulated vacation by his/her then current daily rate of pay, up to the maximum accumulation set forth herein, to be retained by the Employer and utilized for the purpose of paying the employee's health insurance, dental insurance and vision plan coverage premiums not paid for by the employer as set forth in Article 15-Insurances until such time as the dollar amount is exhausted. The health insurance plan, dental insurance plan, and vision plan coverage premiums, individual or family, shall be the same that is provided to active employees. An employee may opt to change from the family to individual coverage, but not from individual to family. Upon exhaustion of the value of the dollar amount of all unused vacation accumulation, the employee shall be responsible for the health insurance, dental insurances and vision plan coverage premiums not paid for by the employer as set forth in Article 15-Insurances. The implementation of this section shall in no way diminish the percentage of retiree health insurance, dental insurance and vision plan coverage premiums paid by the employer as set forth in Article 15-Insurances.

## **ARTICLE 9 PROBATIONARY PERIOD**

### 9.1 Definition

The probationary period for all employees shall be a minimum of eight (8) weeks, but not more than fifty-two (52) weeks of service. The probationary period may be ended, at the Employer's option, at any time during the minimum and maximum term set forth herein. Absence from work for any reason shall not be included in calculating an employee's

probationary period. Probationary employees may be discharged in the sole discretion of the Employer and without recourse to this Agreement.

9.2 Use of Sick Leave, Vacation and Personal Leave

A full-time probationary employee shall accrue his/her sick leave and vacation as set forth in Article 8 and 10 respectively, and be credited with personal leave as set forth in Article 14. However, the full-time probationary employee shall not be entitled to use sick leave, vacation or personal leave that was accrued or been credited until the completion of twenty-six (26) weeks of service. Notwithstanding the foregoing, the Sheriff or designee, in his/her discretion, reserves the right to grant the use of sick leave, vacation and/or personal leave during the full-time probationary employee's first twenty-six (26) weeks of service. In that event, any time granted shall not be included in calculating the probationary period as set forth above.

**ARTICLE 10  
SICK LEAVE**

10.1 Crediting and Accumulation

Each employee, shall be credited each calendar month with eight (8) hours (1 workday) of sick leave in which he/she has worked at least fifty percent (50%) of the regularly scheduled work days each calendar month, exclusive of vacation. Each employee shall be entitled to accumulate up to a maximum of two hundred fifty (250) days for illness or injury which is not work related for the employee, spouse, children, or employee's parents. An employee shall notify the Sheriff's Office as soon as practical prior to the start of his/her scheduled tour of duty or workday when using sick leave. Any false representation made by an employee in connection with a claim for sick leave use shall be deemed cause for discipline.

10.2 Deduction

All sick leave usage shall be deducted in one (1) hour increments.

10.3 Notice and Statement of Physician

A full-time employee who is absent from work on sick leave for more than five (5) consecutive work days may be required by the Sheriff, as a condition of applying the sick leave used, to provide a statement from the employee's physician certifying that the employee was unable to work during that period. An employee shall notify the Sheriff's Office as soon as practical prior to the start of his/her starting time to report for work that he/she will be out sick. When an employee's sick leave exceeds thirty (30) calendar days in any calendar year, without a physician's statement from the employee, the Employer may require a physical examination by a physician selected by the Employer. In that event, the examination shall be paid for by the Employer.

#### 10.4 Unused Sick Leave

All unused accumulated sick leave shall not be payable at the time of separation of employment, except as set forth herein.

Any employee with twenty (20) or more years of service with the Employer, and who separates from employment, shall be credited with a dollar amount computed by multiplying his/her number of unused accumulated sick leave days by his/her then current daily rate of pay, and then multiplying that amount by twenty-five percent (25%) of a maximum of two hundred (200) days (example: 200 days x 25% = 50 days or 400 hours). That amount shall be retained by the Employer and utilized for the purpose of paying the employee's health insurance, dental insurance, and vision plan coverage premiums not paid for by the Employer as set forth in Article 15 – Insurances until such time as the dollar amount is exhausted. The health insurance plan, dental plan, and vision plan coverage, individual or family, shall be the same that was in effect prior to the employee's separation. An employee may opt to change from the family to individual coverage, but not from individual to family. Upon exhaustion of the value of the dollar amount of unused sick leave accumulation, the employee shall be responsible for the health insurance premium not paid for by the Employer as set forth in Article 15 – Insurances. The implementation of this section shall in no way diminish the percentage of retiree health insurance premiums paid by the Employer as set forth in Article 15 - Insurances.

### **ARTICLE 11 BEREAVEMENT LEAVE**

#### 11.1 Immediate Family Members

In the event of death of a full time employee's parent, including foster or step-parent, spouse, children, step-children, brother or sister, mother in law, father in law, sister in law, brother in law, grandparent, grandchild, son in law, or daughter in law, the employee shall receive leave with pay, at the employee's regular rate, for a maximum of three (3) days.

#### 11.2 Other Family Members

In the event of the death of a full-time employee's aunts or uncles, he/she shall be granted one (1) work day, per occurrence, with pay, and without charge to any other paid leave credits or accruals.

#### 11.3 Additional Bereavement Leave

In the event a full-time employee needs additional bereavement leave, he/she may use other paid leave time designated by the employee (e.g., sick, Holiday, etc.), or take

unpaid leave, with the approval of the Sheriff or designee, which shall not be unreasonably denied.

## **ARTICLE 12 MILITARY LEAVE**

- 12.1 A full-time employee shall be provided leave pursuant to Section 242 of the New York State Military Law and applicable Federal statutes.
- 12.2 A full-time employees shall notify the Sheriff or designee, as far in advance as possible, of required military leave, but no later than seven (7) calendar days following receipt of notice for military leave.
- 12.3 An employee returning to work from military leave, shall provide the Sheriff or designee, verification of the period of time on military leave.
- 12.4 An employee who had previously approved paid leave (e.g., personal leave, vacation, etc.) shall have that time re-credited in the event of military leave.

## **ARTICLE 13 LEAVE OF ABSENCE WITHOUT PAY**

A request for a leave of absence, without pay, shall be made in writing to the Sheriff at least thirty (30) calendar days prior to the effective date, except in the case of a medical emergency. The request shall contain the reason for the leave and the duration requested. The Sheriff may, in his/her discretion, grant the leave of absence without pay for a period of up to four (4) consecutive months. Pursuant to Sections 71 and 72 of the Civil Service Law, the four (4) consecutive months herein shall be extended to one (1) year (12 consecutive months). Upon written application by an employee to the Sheriff for additional leave of absence beyond the initial approval, he/she may, in his/her discretion, grant the request for a specified period of time. The Employer may require that any employee requesting leave under the terms of the Family and Medical Leave Act (FMLA), utilize paid leave (e.g., personal leave, vacation, etc.) before any leave of absence without pay is taken. All paid leave taken shall run concurrently with the leave of absence without pay when on Family and Medical Leave.

## **ARTICLE 14 PERSONAL LEAVE**

### 14.1 Crediting

On January 1<sup>st</sup> of each year, all full-time employees shall be credited with twenty-four (24) hours (3 work days) of personal leave. A full-time employee who enters service during the year, shall be credited with personal leave as follows:

<u>Hired</u>	<u>Personal Leave Credited</u>
January 1 <sup>st</sup> through June 30 <sup>th</sup>	24 hours (3 work days)
July 1 <sup>st</sup> through September 30 <sup>th</sup>	16 hours (2 work days)
October 1 <sup>st</sup> through December 31 <sup>st</sup>	8 hours (1 work day)

14.2 Request and Granting

Except in the case of an emergency, the request for personal leave shall be made, whenever possible, at least twenty-four (24) hours in advance of the date(s). All personal leave granted is subject to the approval of the Sheriff or designee, which shall not be unreasonably denied.

14.3 Carry Over

All unused personal leave at the end of each year shall be converted and placed into the employee's sick leave accumulation.

14.4 Use

Personal leave may be used in one (1) hour increments, or multiples thereof (e.g., 3 hours) subject to the approval of the Sheriff or designee, which shall not be unreasonably denied.

14.5 Separation Payment

At the time of separation from service, unused personal leave time shall not be paid. However, an employee with twenty (20) or more years of service with the Employer and who separates from employment, or retires from employment, or receives a disability retirement for an injury or illness sustained on the performance of duty, shall have all unused personal leave for that year converted and placed into the employee's sick leave accumulation and applied as set forth in 10.4 herein.

**ARTICLE 15  
INSURANCES**

15.1 Health Insurance (Health Insurance refers to medical/vision/dental coverage)

- a) Employees hired full time prior to contract ratification (all current full time employees) shall be enrolled in the Excellus Blue PPO plan. The Employer shall pay the premium cost of this plan for all full-time employees and eligible dependent(s) as follows:

Employer Premium Contribution	Employee Premium Contribution
80%	20%



- b) Employees hired full time after contract ratification (1/23/17) shall be enrolled in the Excellus Blue PPO plan. The employer shall pay the premium cost of this plan for all full-time employees and eligible dependent(s) as follows:

Employer Premium Contribution	Employee Premium Contribution
75%	25%

## 15.2 Health Insurance Buy-Out

If an employee and the employee's spouse both work for the Employer, such employee and spouse shall only be eligible to receive benefits from one family health and dental insurance plan. Such provision shall not exclude an employee from the Health Insurance Buy-Out program.

An eligible employee may decline the health, dental and vision coverage provided in this Article XV, and instead elects to receive payment of one thousand five hundred dollars (\$1,500) for each full calendar year that he or she declines family coverage or six hundred fifty dollars (\$650) for each full calendar year that he or she declines individual coverage.

An eligible employee who currently participates in the Employer's Plan may decline health, dental and vision coverage (to be effective on January 1 of the following year) only between November 1 and November 15 of any calendar year. The Employer may, in its sole discretion, grant a request to decline coverage that is made before November 1 or after November 15. After an employee declines such health, dental and vision coverage, the employee will not be eligible to enroll in the Employer's Plan unless the employee provides satisfactory documentation that the employee no longer has alternate coverage. Under such circumstances, the employee shall be allowed to re-enroll in the Employer's Plan, subject to the Plan's enrollment procedures and requirements. When an employee re-enrolls in the Employer's Plan during the Plan year, the employee shall be eligible to receive (at the end of the calendar year) a pro-rated payment based upon the number of months during the year for which the employee did not receive coverage under the Plan.

Less than full-time employees shall also be entitled to this option to be calculated on a pro-rata basis. Upon satisfaction of the conditions set forth below, payment will be made at the end of the calendar year. In order to receive the full payment set forth above, the employee must: (i) be actively employed by the Employer for the entire calendar year; and (ii) provide satisfactory documentation establishing that the employee was covered under a health insurance plan for the entire calendar year. Such documentation must be provided prior to payment at the end of the year.

In addition to the pro-rated payment described above, the Employer shall provide an eligible employee (at the end of the calendar year) with a pro-rated payment for a partial year of declined coverage when such coverage is declined during the employee's initial and terminal years of employment. In order to receive the pro-rated payment described

in this Section, the employee must: (i) be actively employed by the Employer for the entire period for which the employee declined coverage; and (ii) provide satisfactory documentation establishing that the employee was covered under a health insurance plan for the entire period that coverage was declined. Such documentation must be provided at the end of the year.

15.3 Flexible Spending Account

The Employer will maintain a Flexible Spending Program, which includes provisions for health premium conversion, non-covered health expenses and dependent care expenses coverage. Once established, participation in the premium conversion portion of the program shall be automatic unless an employee chooses not to participate. All elections to decline coverage for the premium conversion shall also be filed in writing with the Employer's Human Resources Department. Participation in the dependent care and non-covered health expense portion of the program shall be voluntary.

15.4 Disability Insurance

The Employer shall provide the New York State Disability Insurance Plan to all employees, at no cost to the employee.

15.5 Retiree Benefits

- a. The Employer shall pay the premium cost for health insurance for all full-time employees and eligible dependent(s) upon retirement as follows:

Employees w/ 15-19 yrs of cumulative service	Employer 65%, Employee 35%, Spouse 65%
Employees w/ 20-24 yrs of cumulative service	Employer 70%, Employee 30%, Spouse 65%
Employees w/ 25+ yrs of cumulative service	Employer 75%, Employee 25%, Spouse 65%

The Employer agrees to include and recognize for purposes of this section, all part-time service with it by an employee as certified by its civil service records, which shall be credited and converted into years of full-time service by applying two thousand and eighty (2080) hours as equivalent to one (1) year of service, or any part thereof.

In addition, the Employer will discontinue its practice of paying the Medicare Part B monthly premium for both the employee and spouse, and pay one (1) monthly premium only. In the case of an employee or spouse becoming deceased, the Employer will continue to pay one (1) Medicare Part B monthly premium.

- b. In the event of a disability retirement, the contribution shall be as follows:

Employees < than 10 yrs of cumulative service	Employer 35%, Employee 65%, Spouse 65%
Employees 10/10+ yrs of cumulative service	Employer 65%, Employee 35%, Spouse 65%

The Employer agrees to include and recognize for purposes of this section, all part-time service with it by an employee as certified by its civil service records, which shall be

credited and converted into years of full-time service by applying two thousand and eighty (2080) hours as equivalent to one (1) year of service, or any part thereof.

In the event the employee is eligible and retires (e.g. 22 years) with a disability retirement, he/she shall be provided individual and/or family coverage with the premium cost paid as set forth in "a" above.

15.6 Medicare Part B

The Employer will continue to pay one (1) monthly Medicare Part B premium in an amount not to exceed \$125.00.

**ARTICLE 16  
RETIREMENT PLANS**

16.1 Civilian Titled Employees

The Employer shall provide coverage pursuant to the New York State Retirement and Social Security Law, including Section 41j.

16.2 Correction Officers and Correction Sergeants

The Employer shall provide the special retirement plan coverage pursuant to Section 89-p and 603(1) (25 years of creditable service, regardless of age) of the New York State Retirement and Social Security Law.

**ARTICLE 17  
GRIEVANCE PROCEDURE**

17.1 Terms and Definitions

The Terms and Definitions as used herein shall have the following meaning:

1. **"Employer"** - shall mean the County and Sheriff of Schuylers.
2. **"Association"** shall mean the Schuylers County Correction Officer's Association, Inc.
3. **"Employee(s)"** shall mean any person or persons covered by the terms of this collective bargaining agreement.
4. **"Grievant"** shall mean employee, groups of employees, or the Association acting on behalf of the employee, group of employees, or itself, alleging to have a grievance.

5. **"Grievance"** shall mean any claimed dispute, controversy, misinterpretation or interpretation of the collective bargaining agreement.
6. **"Business day"** shall mean Monday through Friday, excluding Holidays as set forth in this Agreement, and when the County offices are closed.

## 17.2 Procedure

### Step 1: Sheriff

The Grievant shall present the grievance in writing no later than the end of the fifteenth (15<sup>th</sup>) business day after the Association President and/or Grievant knew or should have known of the violation, to the Sheriff, or in his/her absence, the Undersheriff. The Sheriff, or Undersheriff as the case may be, shall issue his/her written decision to the Grievant(s) and the Association President no later than the end of the tenth (10<sup>th</sup>) business day after receipt of the grievance.

### Step 2: The County Administrator

If the Grievant wishes to appeal an unsatisfactory decision of Step 1, the appeal must be presented to the County Administrator no later than the end of the tenth (10<sup>th</sup>) business day from the date of receipt of the Step 1 decision. The County Administrator shall issue his/her written decision to the Grievant and Association President no later than the end of the tenth (10<sup>th</sup>) business day after the appeal was received.

### Step 3: Arbitration

Only the Association may appeal an unsatisfactory Step 2 decision by filing a demand for arbitration with the New York State Public Employment Relations Board (PERB) for the selection of an arbitrator pursuant to its Rules of Procedure no later than the end of the tenth (10<sup>th</sup>) business day after the Step 2 decision was received.

The parties shall retain the right to mutually agree upon the selection of an arbitrator at any time prior to PERB's designation of an arbitrator.

The decision of the arbitrator shall be advisory. All fees and expenses of the arbitrator shall be paid by the Employer in the event the arbitrator supports the Association's grievance and the Employer does not implement the arbitrator's decision and award. All fees and expenses of the arbitrator shall be divided equally between the parties in the event the Employer implements the arbitrator's decision and award that supports the Association grievance. The decision of the arbitrator shall be final and binding on the parties only to the issue of health insurance as set forth in 15.1 and 15.7.

Each party shall bear the cost of preparing and presenting its own case.

**ARTICLE 18  
DEFERRED COMPENSATION PLAN**

The Employer shall provide, at no cost to the employee, through the Employer's Deferred Compensation Plan, pursuant to Section 457 of the Internal Revenue Service Code, for any employee who elects to have funds withdrawn from his/her payroll and placed in the plan.

**ARTICLE 19  
LAYOFF, RECALL, BUMPING AND RETREATING**

Competitive Class

All competitive class employees regarding Layoff, Recall, Bumping and Retreating shall be in accordance with Civil Service Law. Indefinite layoffs shall build seniority up to a maximum of one (1) year, thereafter, seniority shall be frozen.

**ARTICLE 20  
GENERAL PROVISIONS**

20.1 Printing and Furnishing of the Agreement

The Employer agrees to print and furnish each employee one (1) copy of this Agreement, at no cost, for which they will sign for, as received. New employees shall also be provided a copy of this Agreement upon hiring.

20.2 Paid Leave Accrual Balances

Information regarding the balance of all paid leave accruals shall be provided to each full-time employee in every payroll check.

20.3 Mileage Reimbursement

An employee required and authorized to use his/her personal car for Employer use shall be reimbursed, via a separate check, at the Internal Revenue Service (IRS) approved rate per mile.

20.4 Personnel File

An employee shall be entitled to review his/her personnel file, maintained at the Human Resource Office, in the presence of the Sheriff or designee, upon five (5) business days' notice. No complaint, report, memoranda or material, except pre-employment material and normal payroll and attendance records shall be placed into an employee's personnel

file until such time as the employee has had an opportunity to read same and to provide a response to be filed therewith. An employee shall be entitled to copies of items therein, not previously provided, at the Employer's expense. The employee shall be required to initial and date the times reviewed in a place that shall not cause the item to be illegible. The employee shall have the right to respond to any item intended to be placed into his/her personnel file that is adverse to them and made a part of the file. The employee maintains the right to file a grievance pertaining to the inclusion of any such item deemed to be adverse through Article 17 – Grievance Procedure.

#### 20.5 Payroll Checks

The Employer shall issue paychecks bi-weekly, paid on Friday one (1) week after the end of each pay period. In the event of a Holiday on Friday, employees shall be paid on the day before the Holiday.

#### 20.6 Direct Deposit

All employees (full time or part time) covered under this contract must have entire payroll check direct deposited into a bank account(s).

#### 20.7 Pro-Rated Benefits

An employee who works fifty percent (50%) or more of, but less than the forty (40) hour workweek assigned to his/her respective job title, shall be entitled to and receive pro-rated benefits based on a semi-annual calculation (e.g., January through June and July through December), for the ensuing six (6) months.

### **ARTICLE 21 JURY DUTY**

Each full-time employee who receives a written notice for Jury Duty, or is subpoenaed, when not a party to the action, shall be released from his/her scheduled workday with full pay when on Jury Duty Leave without being charged the use of any other paid leave accruals or benefits. The employee shall provide a copy of the written notice for subpoena to the Sheriff of designee the next scheduled workday after receipt. On those days when the employee is on his/her scheduled days off (i.e., Monday and Tuesday), that employee shall not be entitled or paid for Jury Duty Leave by the Employer. The employee shall use the "call in" system to the court(s), if available, and in the event the employee is not required to report, or is released early from Jury Duty, or is under subpoena and released early, he/she shall report to work. After the court has released the employee from their required commitment to serve on Jury Duty service (i.e., not daily, but no longer is required to call in or report to court), or is no longer under subpoena, the employee shall report to his/her next regularly scheduled workday. Any compensation received for Jury Duty service or subpoena fees, shall be turned over to the Employer for

those days in which he/she was released and paid from his/her scheduled workday(s). Any mileage or meal allowances paid shall be retained by the employee.

**ARTICLE 22**  
**GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE**

Effective July 30, 2009, the following General Municipal Law Section 207-c Procedure shall take effect and apply regarding claims for benefits:

22.1. Preamble

This policy is intended to provide a procedure to regulate both the application for, and the award of, benefits under Section 207-c of the General Municipal Law (GML §207-c) for all corrections officers and correction sergeants who are injured in the performance of duties or are taken sick as a result of performance of duties.

This Procedure is not intended to limit or eliminate any additional rights, requirements or benefits regarding GML §207-c as set forth in the statute or case law. This Procedure also does not address, modify or supersede the statute, regulations or procedures pertaining to the filing and administration of a Workers Compensation claim that is or should be made under the New York State Workers Compensation Law.

22.2 Definitions

- (a) Officer – all correction officers and correction sergeants.
- (b) In every instance where a masculine term such as he, him or his is used, it shall also be construed as she, her or hers.

22.3. Incident Reporting and Application

- (a) An officer shall notify the on-duty supervisor within twenty-four (24) hours of any injury in the performance of duties, or any sickness as a result of the performance of duties, and shall complete an injury and/or accident report attached hereto as Appendix “B” and made a part of this Agreement, within twenty-four (24) hours of the occurrence of the injury, or sickness, or within twenty-four (24) hours of the time the officer becomes aware of the injury, or sickness. In the event of physical or mental disability, or death of the officer, an individual other than the officer may file and verify the report on behalf of the officer, including but not limited to an Association representative and/or the officer’s counsel.
- (b) The GML §207-c application attached hereto as Appendix “B” and made a part of this Agreement, shall be made in writing and include a separate statement from the officer’s medical provider. The application for GML §207-c benefits shall be made by the officer or as set forth herein. The application shall be filed with the

administrative office of the Sheriff. In the event of physical or mental disability, or death of the officer, an individual other than the officer may file the application on behalf of the officer, including but not limited to an Association representative and/or the officer's counsel.

- (c) The GML §207-c application shall be deemed untimely unless it is received in the administrative office of the Sheriff within twenty (20) calendar days after the date of the injury or sickness upon which the application is based or after the date the officer became aware of the injury or sickness. The Sheriff shall have the discretion to excuse the failure to file the application within twenty (20) calendar days upon a showing of good cause.

#### 22.4 Medical Records

The officer shall provide a written HIPPA compliant medical release, attached hereto as Appendix "B" and made a part of this Agreement, so that the Employer, its attorneys, or agents, can obtain copies of the officer's medical records from the officer's treating physician(s) or other health care provider(s). The officer shall cooperate in the release of his medical or treatment records and may be required to provide additional, updated or modified authorizations, as needed. Upon request, the Employer will provide the officer with a copy of the records and reports produced by any physician(s) or other experts who examine the officer on behalf of the Employer.

#### 22.5 Status Pending Determination of Benefit Eligibility

- (a) In the event an officer asserts an inability to perform duties while his/her application for GML §207-c benefits is pending, the officer shall have the option to use all available leave credits to remain on the payroll until such time as a determination is rendered.

#### 22.6 Initial Determination

- (a) The officer shall cooperate with the Employer so that all relevant information necessary to render the determination, including relevant medical records and statements, is provided to the Employer.
- (c) The Employer shall render a written decision on the application for GML §207-c benefits no later than twenty (20) calendar days after receipt of all information necessary to render the determination. A copy of the written decision shall be mailed or delivered to the officer at the address specified in the application.
- (d) The initial determination shall be subject to review pursuant to Article 17 – Grievance Procedure, Step 3: Arbitration.



## 22.7 Benefits

- (a) In the event that an officer is found eligible for GML §207-c benefits, all accrued leave credits used pursuant to the application process will be restored for the period of time that the officer is found eligible for said GML §207-c benefits.
- (b) In addition to receiving regular salary or wages (Base Wage and for Correction Sergeants, differential pay), and payment for medical treatment and hospital care, an officer receiving GML §207-c benefits shall also be entitled to the following as if he/she was working:
  - (i) Health Insurance, including Prescriptions;
  - (ii) Dental Insurance;
  - (iii) Vision Plan;
  - (iv) Flexible Spending Account;
  - (v) Disability Insurance;
  - (vi) Health Insurance Buy-Out;
  - (vii) Retirement Plan Contribution;
  - (viii) Direct Deposit

An officer who returns to full or light duty from GML §207-c leave shall continue to accrue or be credited with all paid leave benefits.

- (c) “Regular salary or wages” under GML §207-c for a part-time correction officer shall be based upon the average number of hours worked by the officer up to fifty-two (52) weeks preceding the injury or sickness.

## 22.8 Review of Section 207-c Eligibility and Termination of Benefits

If the Employer determines that for any reason an officer is no longer, or was never entitled, to GML §207-c benefits, the Employer shall conduct a hearing pursuant to Section 9 of this Procedure prior to termination of any benefits.

## 22.9 Hearing Procedure

- (a) The Employer shall afford the officer due process rights, including adequate notice of the hearing, a right to present evidence, a right to call and cross-examine witnesses and a right to counsel. The cost of counsel and any witness fees shall be the responsibility of the party incurring the cost.
- (b) The Employer shall conduct a hearing pursuant to the New York State Administrative Procedure Act (hereinafter referred to as the “APA”). The Employer shall have the right to appoint a Hearing Officer. In addition to all rights afforded the Hearing Officer under the APA, the Hearing Officer shall have the authority to administer oaths, to fix the date, time and place of the hearings, to grant any adjournments as

deemed necessary or appropriate, to issue subpoenas, and to fix the time for filing of briefs.

- (c) A determination made in any other forum by an officer, agency, or court regarding an entitlement to any other statutory disability benefit may be notified by, but shall not be controlling upon the Hearing Officer.
- (d) A stenographic record of the hearing shall be the official record of the hearing. The Employer and Association shall equally share the cost of the stenographic record.
- (e) The Hearing Officer shall render his/her written Finding(s) and Recommendation(s) within thirty (30) calendar days of either the close of the hearing or date briefs are to be filed, to the Employer, officer and his/her representative explaining the basis for the determination, by first (1<sup>st</sup>) class mail.
- (f) The Employer shall render its written final determination explaining the basis within ten (10) calendar days after receipt of the Hearing Officer's Finding(s) and Recommendation(s) on the officer and his/her representative, by first (1<sup>st</sup>) class mail.

#### 22.10 Appeal of Employer's Determination

The Employer's final determination following a hearing pursuant to Section 9 of this Procedure, shall only be reviewed pursuant to a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules.

#### 22.11 Return to Full or Light Duty

- (a) If an officer is ordered to report for regular or light duty based upon medical documentation and the officer fails to report, the Employer shall notify the officer of the intent to terminate his GML §207-c benefits. The Employer shall provide an officer with the written notice of the intended date of termination of the benefits and a copy of medical documentation certifying his/her fitness for duty by certified mail, return receipt requested.
- (b) If the officer disagrees with the intended termination of the GML §207-c benefits, he/she may appeal the determination and request a hearing pursuant to Section 9 of this Procedure by filing with the administrative office of the Sheriff, a written notice within ten (10) calendar days of his receipt of the order to return to duty that he wishes to appeal the determination. In the event no appeal is received as set forth herein, the officer waives his/her right to a hearing. If the basis for the appeal is that the officer disagrees with the Employer's medical determination, the officer must attach a medical report supporting the officer's claim of continued disability.
- (c) An officer who has been ordered to report for regular or light duty will have his GML §207-c benefits terminated upon failure to report for the duty unless the officer produces medical documentation of a continued disability from the injury or sickness.

An officer may not appeal the return to work order unless he produces medical documentation of a disability.

(d) Pending a hearing and determination on the appeal, the officer shall continue to receive GML §207-c benefits.

22.12 Retirement

Both the officer and/or the Employer may apply for the disability retirement of the officer pursuant to the N.Y.S. Retirement and Social Security Law. Any officer who is awarded GML §207-c benefits and subsequently receives a disability retirement will be immediately removed from the GML §207-c payroll without prior notice.

22.13. Right to Representation

An officer hereunder shall have a right to a representative of his/her choosing, and at his/her own cost, at any stage of this procedure, and shall be given a reasonable opportunity to consult and obtain a representative and/or counsel.

22.14. Payment of General Municipal Law Section 207-c Benefits

The Employer shall, in accordance with the Internal Revenue Service (IRS) regulations, not withhold federal or state income taxes, or social security and Medicare taxes from the officer's GML §207-c wages, and shall refund the officer for any of the amounts incorrectly withheld, within thirty (30) calendar days of the date of the wage payment in which the amounts were incorrectly withheld. The Employer shall provide the officer with an annual W-2 statement that does not include Section 207-c benefits as taxable salary or wages.

22.15 Savings Clause

In the event that any Article or Section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific Article, Section nor portion thereof shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any Article, Section or portion of this procedure, either party shall have the right to immediately re-open negotiations with respect to a substitute for such invalidated Article, Section or portion of this provision.

**ARTICLE 23  
DISCIPLINARY PROCEDURE**

All non-probationary employees, as defined in Article 9 – Probationary Period, shall be entitled to all rights pursuant to the New York State Civil Service Law regarding discipline.

**ARTICLE 24  
DURATION**

24.1 Term

This Agreement shall be effective January 1, 20013 through December 31, 2016.

24.2 Enforcement

In the event this Agreement expires and there is no successor Agreement, all terms and conditions shall remain in full force and effect until such time as an Agreement is effectuated.

The parties agree that should any Article, section, part, or paragraph of this Agreement be declared by a court to be unlawful, invalid, unenforceable, that Article, section, part, or paragraph so declared shall not affect the validity and enforceability of any other Article, section, part, or paragraph hereof, and the remainder of this Agreement shall continue to remain in full force and effect. In the event any Article, section, part, or paragraph is declared to be unlawful, invalid, or unenforceable, the parties shall negotiate its impact.

24.3 Negotiations

In the event either party determines that a change within the Agreement is necessary, the Employer and Association, at the request of either party, shall meet to negotiate the change(s).

**ARTICLE 25  
MANDATED PROVISIONS OF LAW**

“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.”

**FOR THE COUNTY OF SCHUYLER**

\_\_\_\_\_  
Dennis A. Fagan, Chairman of the Legislature

\_\_\_\_\_  
Daniel Walker, President

\_\_\_\_\_  
William E. Yessman, Sheriff

\_\_\_\_\_  
Arthur Congdon, Secretary/Treasurer

**APPENDIX "A"**

**Base Wage Schedule  
Existing Correction Officer/Correction Sergeant**

<u>Steps-Years of Service</u>		3.00%	3.50%	3.50%	3.50%
		1/1/2017	1/1/2018	1/1/2019	1/1/2020
Entry		\$18.88	\$19.54	\$20.22	\$20.93
		\$39,270.40	\$40,644.86	\$42,067.43	\$43,539.79
1		\$19.93	\$20.63	\$21.35	\$22.10
		\$41,463.45	\$42,914.67	\$44,416.68	\$45,971.26
2		\$20.49	\$21.20	\$21.95	\$22.71
		\$42,610.92	\$44,102.30	\$45,645.88	\$47,243.48
4		\$21.07	\$21.81	\$22.58	\$23.37
		\$43,835.51	\$45,369.75	\$46,957.70	\$48,601.21
5		\$22.14	\$22.92	\$23.72	\$24.55
		\$46,054.18	\$47,666.08	\$49,334.39	\$51,061.09
7		\$22.73	\$23.52	\$24.35	\$25.20
		\$47,272.99	\$48,927.55	\$50,640.01	\$52,412.41
8		\$23.80	\$24.63	\$25.49	\$26.38
		\$49,494.23	\$51,226.53	\$53,019.46	\$54,875.14
9		\$24.35	\$25.20	\$26.08	\$27.00
		\$50,643.84	\$52,416.38	\$54,250.95	\$56,149.74
11		\$24.39	\$25.24	\$26.12	\$27.04
		\$50,722.26	\$52,497.53	\$54,334.95	\$56,236.67
13		\$24.90	\$25.77	\$26.67	\$27.61
		\$51,793.46	\$53,606.23	\$55,482.44	\$57,424.33
15		\$25.69	\$26.59	\$27.52	\$28.49
		\$53,443.10	\$55,313.61	\$57,249.59	\$59,253.32
17		\$26.21	\$27.12	\$28.07	\$29.05
		\$54,508.31	\$56,416.10	\$58,390.66	\$60,434.33
19		\$26.73	\$27.67	\$28.64	\$29.64
		\$55,600.93	\$57,546.96	\$59,561.11	\$61,645.74
21		\$27.24	\$28.20	\$29.18	\$30.21
		\$56,668.27	\$58,651.66	\$60,704.47	\$62,829.13
23		\$27.76	\$28.73	\$29.74	\$30.78
		\$57,739.47	\$59,760.35	\$61,851.97	\$64,016.79
24		\$28.29	\$29.28	\$30.31	\$31.37
		\$58,851.81	\$60,911.62	\$63,043.53	\$65,250.05
25		\$28.81	\$29.82	\$30.86	\$31.94
		59923.01	62020.31	64191.02	66437.71

**Base Wage Schedule**  
**Correction Officer/Correction Sergeant Hired After Ratification of Contract (1/23/17)**

Steps-Years of Service

	3.00%	3.50%	3.50%	3.50%
	1/1/2017	1/1/2018	1/1/2019	1/1/2020
Entry	\$18.88	\$19.54	\$20.22	\$20.93
	\$39,270.40	\$40,644.86	\$42,067.43	\$43,539.79
5	\$19.08	\$19.74	\$20.42	\$21.13
	\$39,686.40	\$41,060.86	\$42,483.43	\$43,955.79
10	\$19.28	\$19.94	\$20.62	\$21.33
	\$40,102.40	\$41,476.86	\$42,899.43	\$44,371.79
15	\$19.53	\$20.19	\$20.87	\$21.58
	\$40,622.40	\$41,996.86	\$43,419.43	\$44,891.79
20	\$19.83	\$20.49	\$21.17	\$21.88
	\$41,246.40	\$42,620.86	\$44,043.43	\$45,515.79
25	\$20.18	\$20.84	\$21.52	\$22.23
	\$41,974.40	\$43,348.86	\$44,771.43	\$46,243.79
30+	\$20.58	\$21.24	\$21.92	\$22.63
	\$42,806.40	\$44,180.86	\$45,603.43	\$47,075.79

The above annualized Base Wage is for informational purpose only and is based on a calculation of 2080 hours.

The hourly rate is the exact rate to be paid times forty (40) hours each week. The hourly rate is the exact rate for calculation of the payment of overtime.

Each Correction Officer and Correction Sergeant shall advance to each Step based on his/her years of service (e.g., move from Entry Step to Step 1 one (1) year later and so on.)

Each part time Correction Officer shall be paid an hourly rate as follows:

	1/1/17	1/1/18	1/1/19	1/1/20
Not Certified by Basic Correction School Training	\$15.93	\$16.49	\$17.07	\$17.67

	1/1/17	1/1/18	1/1/19	1/1/20
After 1 Year of Service or Certified by Basic Correction School Training, whichever comes first (1 <sup>st</sup> )	\$17.92	\$18.55	\$19.20	\$19.87

The Correction Sergeant differential shall be paid above his/her respective Step as follows:

<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>
+\$2.60/hr	+\$2.60/hr	+\$2.60/hr	+\$2.60/hr

The differential shall be paid times forty (40) hours each week and to be paid above his/her Step and included in the calculation of the payment of overtime.

**Navigation Payment** - A Correction Officer(s) or Correction Sergeant(s) assigned to the Navigation Unit to perform specified duties and provide supervision, shall be paid, in addition to his/her hourly rate of pay as set forth herein, the following amount each pay period for the year.

<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>
+\$0.38/hr	+\$0.38/hr	+\$0.38/hr	+\$0.38/hr

**APPENDIX “A”**

**Base Wage Schedule  
Existing Animal Control Officer**

Steps-Years of Service

	3.00% 1/1/2017	3.50% 1/1/2018	3.50% 1/1/2019	3.50% 1/1/2020
Entry	\$18.74	\$19.40	\$20.07	\$20.78
	\$38,979.20	\$40,343.47	\$41,755.49	\$43,216.94
1	\$19.79	\$20.49	\$21.20	\$21.95
	\$41,170.79	\$42,611.77	\$44,103.18	\$45,646.80
2	\$20.34	\$21.05	\$21.79	\$22.55
	\$42,310.98	\$43,791.86	\$45,324.58	\$46,910.94
3	\$21.04	\$21.77	\$22.54	\$23.32
	\$43,758.17	\$45,289.71	\$46,874.85	\$48,515.47
4	\$21.44	\$22.19	\$22.96	\$23.77
	\$44,588.35	\$46,148.94	\$47,764.16	\$49,435.90
5	\$21.98	\$22.75	\$23.55	\$24.37
	\$45,727.68	\$47,328.15	\$48,984.63	\$50,699.09
6	\$22.53	\$23.32	\$24.14	\$24.98
	\$46,865.72	\$48,506.02	\$50,203.73	\$51,960.86
7	\$23.08	\$23.89	\$24.72	\$25.59
	\$48,006.98	\$49,687.22	\$51,426.28	\$53,226.19
8	\$23.63	\$24.45	\$25.31	\$26.20
	\$49,145.02	\$50,865.10	\$52,645.38	\$54,487.96
9	\$24.17	\$25.02	\$25.90	\$26.80
	\$50,283.28	\$52,043.19	\$53,864.70	\$55,749.97
10	\$24.72	\$25.59	\$26.48	\$27.41
	\$51,423.46	\$53,223.28	\$55,086.10	\$57,014.11
15	\$25.96	\$26.87	\$27.81	\$28.78
	\$53,992.20	\$55,881.93	\$57,837.80	\$59,862.12
20	\$26.15	\$27.06	\$28.01	\$28.99
	\$54,390.90	\$56,294.58	\$58,264.89	\$60,304.17
23	\$26.48	\$27.41	\$28.37	\$29.36
	\$55,079.90	\$57,007.69	\$59,002.96	\$61,068.07



**Base Wage Schedule**  
**Animal Control Officer Hired After Ratification of Contract (1/23/17)**

Steps-Years of Service

	3.00%	3.50%	3.50%	3.50%
	1/1/2017	1/1/2018	1/1/2019	1/1/2020
Entry	18.74	19.40	20.07	20.78
	38,979.20	40,343.47	41,755.49	43,216.94
5	\$18.94	\$19.60	\$20.27	\$20.98
	\$39,395.20	\$40,759.47	\$42,171.49	\$43,632.94
10	\$19.14	\$19.80	\$20.47	\$21.18
	\$39,811.20	\$41,175.47	\$42,587.49	\$44,048.94
15	\$19.39	\$20.05	\$20.72	\$21.43
	\$40,331.20	\$41,695.47	\$43,107.49	\$44,568.94
20	\$19.69	\$20.35	\$21.02	\$21.73
	\$40,955.20	\$42,319.47	\$43,731.49	\$45,192.94
25	\$20.04	\$20.70	\$21.37	\$22.08
	\$41,683.20	\$43,047.47	\$44,459.49	\$45,920.94
30+	\$20.44	\$21.10	\$21.77	\$22.48
	\$42,515.20	\$43,879.47	\$45,291.49	\$46,752.94

The above annualized Base Wage is for informational purpose only and is based on a calculation of 2080 hours.

The hourly rate is the exact rate to be paid times forty (40) hours each week. The hourly rate is the exact rate for calculation of the payment of overtime.

Each employee shall advance to each Step based on his/her years of service (e.g., move from Entry Step to Step 1 one (1) year later and so on.)

**APPENDIX “A”**

**Base Wage Schedule for Full-Time**

**SENIOR ACCOUNT CLERK-KEYBOARD SPECIALIST**

<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>
\$16.53	\$17.11	\$17.71	\$18.33
\$34,382.40	\$35,588.80	\$36,836.80	\$38,126.40

The above annualized Base Wage is for informational purpose only and is based on a calculation of 2080 hours.

The hourly rate is the exact rate to be paid times forty (40) hours each week. The hourly rate is the exact rate for calculation of the payment of overtime.

**PART TIME EMPLOYEES HOURLY RATES OF PAY**

	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>
Cook	\$15.66	\$16.21	\$16.78	\$17.37
Transport Aide-Female	\$15.66	\$16.21	\$16.78	\$17.37
Spec Patrol Officer	\$17.92	\$18.55	\$19.20	\$19.87

**APPENDIX "B"**  
**COUNTY OF SCHUYLER**

**GENERAL MUNICIPAL LAW SECTION 207-c**

**APPLICATION**

1. \_\_\_\_\_  
Name of Officer
  
2. \_\_\_\_\_  
Address to which correspondence concerning application should be directed.
  
3. \_\_\_\_\_ 4. \_\_\_\_\_  
Telephone Number Age
  
5. \_\_\_\_\_  
Name of Supervisor
  
6. \_\_\_\_\_  
Current Job Title
  
7. \_\_\_\_\_  
Length of Employment
  
8. \_\_\_\_\_ 9. \_\_\_\_\_ 10. \_\_\_\_\_  
Date of Incident Day of Week Time
  
11. (a) \_\_\_\_\_  
Name of witness(es) and address(es) (if available)  
(b) \_\_\_\_\_  
(c) \_\_\_\_\_
  
12. (a) \_\_\_\_\_  
Name of co-employees at the incident site.  
(b) \_\_\_\_\_  
(c) \_\_\_\_\_
  
13. Describe what the officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary.)  
  
\_\_\_\_\_
  
14. Where did the incident occur? Specify. \_\_\_\_\_

---

15. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.) \_\_\_\_\_

---

16. When was the incident first reported? \_\_\_\_\_

To Whom? \_\_\_\_\_ Time \_\_\_\_\_

Witness(es) (if any) \_\_\_\_\_

17. Was first aid sought and/or medical treatment authorized? \_\_\_\_\_

By Whom? \_\_\_\_\_ Time \_\_\_\_\_

18. Name and address of attending physician \_\_\_\_\_

---

19. Name of Hospital or Medical Facility \_\_\_\_\_

20. State name and address of any other treating physician(s) \_\_\_\_\_

21. State nature of injury and part or parts of body affected \_\_\_\_\_

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22. The name and address of my representative to whom a copy of any decision concerning the application should be sent:

---

I SUBMIT THIS APPLICATION PURSUANT TO THE POLICY AND PROCEDURE GOVERNING THE APPLICATION FOR AND THE AWARD OF BENEFITS UNDER SECTION 207-c OF THE GENERAL MUNICIPAL LAW. THE STATEMENTS CONTAINED IN THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND TRUE.

\_\_\_\_\_  
(Signature of Applicant if other than Injured Officer)

\_\_\_\_\_  
(Date)

Application Received By:

\_\_\_\_\_  
Signature of Person Authorized to Receive Application)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Date of Report

\_\_\_\_\_, New York

\_\_\_\_\_  
Signature of Injured Officer

**APPENDIX "B"**

**AUTHORIZATION TO RELEASE CONFIDENTIAL PERSONAL HEALTH INFORMATION**

**To: Health Care Provider:**  
**Re: Patient:**  
**Date of Birth:**  
**Address:**

**Social Security No.:**  
**Date of Loss:**

I, \_\_\_\_\_, authorize any physician and/or nurse who has attended me, or any hospital to which I have been confined, to release,

**1. All health information and records including but not limited to** any medical reports, medical records, test results, X-rays, X-ray reports, narrative reports and any and all information which may be requested regarding my physical condition and treatment.

**2. Other information (please specify):** none.

**For the period starting** \_\_\_\_\_ **to one (1) year from the date of this authorization.**  
INSERT DATE HERE

**To the following recipients:** (1) Schuyler County; (2) any health care provider who has provided or is providing care to me, or been retained to perform an independent medical examination of me; (3) any consultant or expert in a field of specialty who is retained to perform an independent assessment of the claim; (4) any governmental agencies which administer health care benefit programs; (5) the policyholder; (6) structured settlement brokers; and (7) to any employee, agent or contractor of any entity described in any of (1) through (7) above.

**For the following purposes and uses without limitation:** in connection with \_\_\_\_\_

**I understand that my records may contain information relating to:** (cross out and initial anything you do not want released)

- (i) the presence of a communicable or venereal disease, including, but not limited to, hepatitis, syphilis, gonorrhea and Acquired Immunodeficiency Syndrome (AIDS);
- (ii) the results of tests for Human Immunodeficiency Virus (HIV);
- (iii) diagnosis, prognosis and/or treatment for alcohol, drug and/or substance abuse;
- (iv) diagnosis, prognosis and/or treatment for cancer;
- (v) genetic information, including but not limited to the results of genetic tests and screening; and
- (vi) psychiatric, psychotherapeutic and/or mental health diagnosis, prognosis and/or treatment.

**Right to receive copy:** I understand I have a right to receive a copy of this Authorization upon request.

**Right to inspect and copy:** I understand that I have a right to inspect and copy any records or information disclosed pursuant to this authorization.

**Right to revoke:** This Authorization may be revoked by delivering to each of the recipients a written notice of revocation. Withdrawal of consent does not affect any information disclosed prior to the written notice of withdrawal. My authorized representative has the same right to revocation I do.

**Effective period, expiration date:** This Authorization shall be effective for no more 365 days from the date of my signature. An additional authorization may be presented for signature after that date.

**Disclosure:** I understand that once the information listed above has been disclosed, it may be redisclosed by the recipient and the information may not be protected by Federal privacy laws or regulations.

**Treatment:** The covered entity is prohibited from conditioning treatment, payment, enrollment or eligibility for benefits on the individual’s agreement to sign the authorization.

**A copy of this request form is as valid as the original**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public

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