

Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Rockland, County of and Rockland County Sheriffs Deputies Association (2000)**

Employer Name: **Rockland, County of**

Union: **Rockland County Sheriffs Deputies Association**

Local:

Effective Date: **01/01/00**

Expiration Date: **12/31/03**

PERB ID Number: **7915**

Unit Size: **152**

Number of Pages: **76**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

DEP/7915

**AGREEMENT BETWEEN
THE COUNTY OF ROCKLAND
AND
THE ROCKLAND COUNTY
SHERIFF'S DEPUTIES ASSOCIATION, INC.**

JANUARY 1, 2000 THROUGH DECEMBER 31, 2003

RECEIVED

JUL 24 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**



TABLE OF CONTENTS

<u>Article</u>		<u>Page No.</u>
Preamble.....		
I Parties to the Agreement.....		1
II Affirmation Not to Strike		1
III Appropriate Negotiating Committee		1
IV Scope of the Agreement.....		2
V 1. Rights and Responsibilities of the Employer		2
2. Rights and Responsibilities of the Employees and the Union		3
VI Consultation on Matters of Administration of the Agreement		4
VII Collection of Dues and Other Deductions		4
VIII Wage Plan		5
IX Basic Work Period		7
X Overtime.....		8
XI Stand-By Time.....		8
XII Leave with Pay.....		9
XIII Leave Without Pay.....		17
XIV Medical, Surgical, and Hospitalization Insurance and Other Benefits		17
XV Participation in the New York State Retirement System		19
XVI Grievance Procedures		19
XVII Definitions of Terms As Used in This Agreement		19
XVIII General Provisions.....		20
XIX Personnel File		22
XX Effective Date and Duration of This Agreement		23
XXI Necessity For Approval by the Appropriate Legislative Body		23
XXII Retroactivity		23
XXII Civil Division Salaries.....		23
XXIV Rockland County Drug and Alcohol Policy		23

TABLE OF CONTENTS - APPENDICES

<u>Appendix</u>		<u>Page No.</u>
A	PROVISIONS FOR ADMINISTRATION OF THE WAGE PLAN.....	25
B	SALARY SCHEDULES.....	30
C	GRIEVANCE PROCEDURE.....	36
D	ROCKLAND COUNTY DRUG AND ALCOHOL POLICY.....	42
INDEX	62

PREAMBLE

Whereas it is the intent and purpose of the parties to this Agreement to:

1. Establish and maintain a harmonious and cooperative relationship between the County of Rockland and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.
2. Comply with the requirements of the Public Employees Fair Employment Act by recognizing the rights of the employees of the County of Rockland to self-organization and representation for collective negotiations on the terms and conditions of employment.

Now in consideration of the mutual obligations contained herein the parties agree as follows:

ARTICLE I - PARTIES TO THE AGREEMENT

1. The parties to this Agreement are the County of Rockland, hereinafter referred to as the Employer, and the Rockland County Sheriff's Deputies Association, Inc., hereinafter referred to as the Union.
2. The Employer recognizes the Union as the exclusive representative of all those County employees determined to be in the appropriate negotiating unit for the term of the Agreement.

ARTICLE II - AFFIRMATION NOT TO STRIKE

1. The Union affirms that it does not assert the right to strike, nor shall the Union cause, instigate, encourage or condone a strike.

ARTICLE III - APPROPRIATE NEGOTIATING UNIT

1. Effective June 16, 1998, unless otherwise stated, the provisions of the Agreement apply to all employees in the Sheriff's Department except:
 - A. All ranks in the Sheriff's Patrol above the rank of Captain;
 - B. All other employees whose titles are included in another unit or by Resolution #612 of 1972 as amended.
 - C. Effective September 5, 1996, any member of the bargaining unit assigned inspector duties shall be deemed a member of the Rockland Association of Management bargaining unit and as such will have all of the rights, privileges, advantages and disadvantages appurtenant to being subject to the RAM collective bargaining agreement – including being eligible for, and limited to, such longevity increments available thereunder; and will be ineligible for overtime pay and other benefits of this Agreement.

Further, the parties agree that if and when such individual is no longer assigned inspector duties, said employee's unit membership shall revert to the unit recognized on the basis of the individual's civil service title at the time of the reversion.

ARTICLE IV - SCOPE OF THE AGREEMENT

1. It is understood and agreed by the parties to this Agreement that any provision inconsistent with or contrary to law or rules and regulations having the force and effect of law shall be considered as deleted from the Agreement without harm to the remaining provisions of the Agreement.

If any article or section of this Agreement or an addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

2. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.
3. The provisions of this Agreement apply to all permanent, provisional and temporary employees working in positions duly established by the legislative body in the competitive, non-competitive and labor classes in the classified service.
4. Less-than-full-time employees shall benefit from the provisions contained in this Agreement in the proportion that the actual time worked bears to the basic work period, unless otherwise provided in this Agreement.
5. The parties agree that there shall be no discrimination against any employee nor against any applicant for employment by reason of race, creed, color, sex, age, national origin, political affiliation, or disability.

ARTICLE V

1. Rights and Responsibilities of the Employer

- A. Nothing in this Agreement shall be construed as delegating the authority conferred by law on any elected official, department, office or agency head, or the chief executive officer, or director of any department, office or agency under the jurisdiction of a Board or Commission or in any way reducing or abridging such authority.
- B. The rights and responsibilities of the Employer include but are not necessarily limited to the following:
 - 1) To determine the standards of services to be offered by its officers, agencies and departments;

- 2) To direct employees of the County;
- 3) To hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take disciplinary action against employees;
- 4) To relieve employees from duties because of lack of work, or for other legitimate reasons;
- 5) To maintain the efficiency of government operations entrusted to them;
- 6) To determine the methods, means and personnel by which such operations are to be conducted;
- 7) To take whatever actions may be necessary to carry out the mission of the department.

2. Rights and Responsibilities of the Employees and the Union

- A. Employees shall have the right to form, join and participate in or refrain from forming, joining or participating in the Union free from interference, coercion, restraint, discrimination or reprisal.
- B. The Union has the right to represent all employees in the negotiating unit on any matter concerning the terms and other conditions of employment within the limits of this Agreement. However, nothing in this Agreement shall be construed as to preclude any employee, regardless of Union membership, from bringing matters of personal concern directly to the attention of the appropriate appointing authority in accordance with applicable law, rules and/or regulations having the force and effect of law or pursuant to the established policy of the appointing authority.
- C. The Union has the right either as a representative of any employee or as an observer to have at least one but no more than two individuals present at any grievance or appeal hearing involving an employee who is determined to be in the negotiating unit. However, an employee shall have an unqualified right to choose his/her own representative or to determine that he/she does not want representation in a grievance or appeal hearing.
- D. The Union will honestly and fairly represent any employee within the negotiating unit concerning the terms of this Agreement, whether or not such an employee is a member of the said Union.
- E. The Union may conduct union committee meetings on Sheriff's Department property in the same manner as conducted in the past. Such meetings will be scheduled at a mutually agreed upon location thereat. These committee meetings include, but are not limited to, the Negotiations Committee, Grievance Committee, By-Law Committees, any other special committees, etc., all to the same degree and in the same manner as conducted in the past, with the proviso that no such meetings will be conducted if they would interfere with the Sheriff's Department's conduct of its statutory mission and work.
- F. The Union shall designate one (1) representative each for the Patrol, the Civil Deputies and the BCI. The Union shall furnish the Sheriff a list of such representatives and shall keep the list current at all times.

- G. When requested by the employee, a representative may investigate any alleged grievance in his/her assigned work area and assist in its presentation. He/she shall be allowed reasonable time therefor during working hours without loss of time or pay, upon notification and with the approval of his/her immediate supervisor.
- H. 1) The negotiating committee of the Union shall consist of one member from the Patrol, BCI and the Civil Deputies. The Union shall furnish the Employer a list of the negotiating committee members and shall keep the list current at all times.
2) Members of the negotiating committee of the Union shall be allowed reasonable time off for negotiations as necessary during regular working hours without loss of time or pay upon notification and with the approval of their respective immediate supervisor.
- I. It is agreed and understood that any employee who is absent from work under the provisions of Section 7 and/or Section 18 of this article shall not be compensated for any hours in excess of their hours of work.
- J. It is agreed and understood that the activities of the Union representatives shall be carried out in a manner that will minimize interference with normal work functions.

ARTICLE VI - CONSULTATION ON MATTERS OF ADMINISTRATION OF THE AGREEMENT

- 1. Both parties agree that during the life of this Agreement questions or differences of opinion may arise in connection with the administration of this Agreement. Each party agrees to designate no more than two representatives to meet and make every reasonable effort to resolve such differences.
- 2. Either party may request a meeting of the other party on matters arising in connection with the administration of this Agreement. The request shall be in writing, addressed to the Commissioner of Personnel, and shall include a statement of the specific subject matter or matters to be discussed. Upon receipt of a written request, a meeting shall be mutually scheduled as promptly as possible, but no later than seven (7) working days after receipt of the request. Unless an agreement is reached in thirty (30) days following the first meeting of the aforesaid representatives, it shall be deemed that no agreement has been reached; provided however, that such time period may be extended by mutual consent.
- 3. Any agreement or understanding reached by the aforesaid representatives as a result of such meeting shall be in writing.

ARTICLE VII - COLLECTION OF DUES AND OTHER DEDUCTIONS

1. Membership Dues

Upon the written authorization of the employee concerned, and unless he/she subsequently revokes such written authorization, the Employer shall deduct membership dues from the employee's biweekly pay in the amounts specified in the written authorization. The amounts so deducted shall be forwarded to the Union at regular intervals.

2. Agency Shop Fee

The Employer agrees, in accordance with Section 208.3(b) of the Public Employees' Fair Employment Act, to deduct from the salary of an employee who is not a member of the Association but who is represented by the Association for the purpose of collective negotiation, an Agency Shop Fee in an 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 part of such Agency Shop Fee in accordance with applicable law.

3. Other Deductions

As soon as reasonably possible, and upon written authorization of the employee concerned, and unless said employee subsequently rescinds such written authorization, the Employer agrees to permit deductions from the employee's wage for:

- A. Insurance premiums for various insurance coverage sponsored by the Union;
- B. Individual retirement accounts;
- C. Tax sheltered annuities;
- D. Deferred compensation plans;

Upon the written authorization of the employee concerned, and unless the employee subsequently revokes such authorization in writing, the Employer will permit such employee to participate in a deferred compensation plan, subject to the rules and regulations of the plan, if such plan is established. Contributions to such plan shall be deducted from the employee's biweekly pay in the amounts permitted by law or regulations and agreed to by the Employee.

- E. Credit unions (not more than two);
- F. 1) However, it is agreed and understood that the number of vendors which are permitted to participate in subsections B, C, and D above shall be at the sole discretion of the Employer after consultation with the Association.
- 2) It is further agreed and understood that notwithstanding anything else to the contrary, such deductions must comply with appropriate law and must function within the present capacity of the system, and must not require purchase of new equipment.
- 3) It is further agreed and understood that the Association shall indemnify and hold the County harmless for any claims arising from an act of omission or commission on the part of the Employer.

ARTICLE VIII - WAGE PLAN

1. Effective January 1, 2000 the Employer and the Union agree that the wage plan for employees within the negotiating unit shall be as shown in Appendix B, which is attached and hereby made an integral part of this Agreement.
2. Provisions for the administration of the wage plan are contained in Appendix A.

- A. 1) Effective January 1, 2000 all unit employees shall receive a 3.0% increase in their base salaries over their respective December 31, 1999 base salaries, except that Civil Deputies shall receive 0.0% for the year 2000.
 - 2) Effective January 1, 2001 all unit employees shall receive a 3.0% increase in their base salaries over their respective December 31, 2000 base salaries.
 - 3) Effective January 1, 2002 all unit employees shall receive a 2.0% increase in their base salaries over their respective December 31, 2001 base salaries.
 - 4) Effective July 1, 2002 all unit employees shall receive a 2.0% increase in their base salaries over their respective June 30, 2002 base salaries.
 - 5) Effective January 1, 2003 all unit employees shall receive a 2.0% increase in their base salaries over their respective December 31, 2002 base salaries.
 - 6) Effective July 1, 2003 all unit employees shall receive a 2.0% increase in their base salaries over their respective June 30, 2003 base salaries.
- B. 1) The salary differential for the rank of Sergeant shall be 15% above the rank of Patrol Officer.
 - 2) Effective January 1, 2000, the salary differential for the rank of Lieutenant shall be 15% above the rank of Sergeant.
 - 3) The salary differential for the rank of Captain shall be 10% above the rank of Lieutenant.
 - 4) The salary differential for the rank of Senior Deputy (Civil) shall be 15% above the rank of Deputy (Civil).
- C. Effective January 1, 2000, a Step K will be added to the salary structure as a 25-year longevity step. Step K shall be 5% greater than Step J.
- D. Effective January 1, 2003, a salary schedule shall be implemented for Transport Officer Relief and other Relief positions and is included in Appendix B and hereby made an integral part of this Agreement. Employees will be appropriately placed on the schedule on January 1, 2003 based on their continuous years of service in County employment as of that date. Thereafter employees appointed to a Transport Officer Relief or other Relief title within the unit will be placed at a rate appropriate to his/her years of prior continuous service in County employment, if any.
- 3. Nothing in this Agreement shall be construed as preventing the Employer from increasing the rates of pay or providing for shift differentials for any or all of its employees during the life of this Agreement.
- 4. A. Effective April 1, 1988 a shift differential of ten percent (10%) shall be paid to any member of the unit who actually works a full eight-hour shift starting at or after 3:00 p.m. and ending by 9:00 a.m. the following day.

- B. Payment of shift differential while on paid leave will be authorized when:
 - 1) Effective January 1, 1989, an employee is regularly assigned and works a shift which pays a differential;
 - 2) An employee who is regularly assigned to work the wheel will be authorized to be paid the shift differential for paid leave taken on that shift paying a differential.
- C. Payment of shift differential will not be authorized in the following circumstances:
 - 1) Incidental and occasional assignment to a shift which pays a differential will not qualify for differential pay on paid leave; i.e., working a second or third shift on an overtime basis or relief.
 - 2) Differential pay will not be paid for chart days or payments made pursuant to Section 207c of the General Municipal Law.

ARTICLE IX - BASIC WORK PERIOD

- 1. The basic work period shall be eighty (80) hours of work in a fourteen (14) day period.
- 2. The basic work period shall be completed within fourteen (14) consecutive twenty-four (24) hour periods beginning at 12:01 a.m. Saturday, at the end of which a new fourteen (14) day period begins.
- 3. The work period for less-than-full-time employees shall be determined by the Sheriff, but in no event shall exceed the basic work period provided for in this article.
- 4. An employee must work the total number of hours of work in his/her basic work period. If for any reason he/she works less than the total number of hours in his/her basic work period, the difference shall be charged to appropriate leave credits, if any, or shall be considered leave without pay.
- 5. Effective January 7, 1994, the Sheriff implemented a 5-2, 5-3 work schedule, which includes a steady midnight shift, for the Patrol Division. All unit members who are placed on the 5-2, 5-3 schedule shall work an additional fifteen (15) minutes at the end of each shift. The preparatory time prior to each shift (15 minutes) and the additional fifteen (15) minutes added to each shift shall not be counted as overtime for any purpose. Overtime shall be paid for hours in excess of the 5-2, 5-3 schedule. Shift picks shall be based on seniority (based on time in title), except for administrative prerogative. If an officer is assigned to the 5-2, 5-3 schedule, and if that officer is removed from the schedule and assigned to another task, the replacement officer going into the 5-2, 5-3 shall fill the vacancy left by the officer removed and shall remain in that position until the next bid is held. Bids for shifts will be submitted prior to November 15 for the following calendar year.

The Parties acknowledge that the 5-2, 5-3 schedule including preparatory time will result in employees being regularly scheduled to work more than eighty hours in some payroll periods and less than eighty hours in other payroll periods. The Parties agree that all officers assigned to the 5-2, 5-3 work schedule will be deemed to be assigned eighty hours of work per payroll period and credited for eighty hours each payroll period regardless of whether they are scheduled for more or less than eighty hours in the particular payroll period.

6. Effective May 1, 1998, Patrol Deputies assigned to the District Attorney's Task Force shall work the same daily hourly schedule as if regularly assigned to Headquarters. Also, such individuals shall earn, be granted chart days for, and take, all such time that they shall work the regular Patrol schedule in excess of the Task Force's standard 80-hour biweekly schedule, such that they shall not accumulate such chart days beyond the time for taking them while in said assignment.

ARTICLE X - OVERTIME

1. Required and authorized hours of work in excess of eighty (80) hours of work but not over ninety-six (96) hours of work in a basic work period shall be compensated at a rate of one and one-half (1 1/2) times the regular hourly rate of the employee concerned.
2. Effective January 1, 1997, there will be no double time pay.
3. It is agreed and understood that the provisions of Section 1 and/or Section 2 shall not be construed under any circumstances as establishing a basis for duplicate, concurrent or overlapping claims of overtime for the same hours of work.
4. Overtime must be authorized in advance by the Sheriff or his designee. An employee shall work overtime when so required.
5. Leave with pay shall be included in determining the total number of hours worked in any basic work period.
6. Call-In Pay

Any employee who is called in and reports to work before and after his/her regular day of work shall be guaranteed a minimum of three (3) hours of work. This guarantee shall not apply to work which runs into or immediately follows a normal work day or shift, or to more than one call-in during any eight (8) hour period.

ARTICLE XI - STAND-BY TIME

1. Any employee required by the Sheriff or his designee to restrict his/her personal movements so that he/she may be reached and be available to report for a work assignment within thirty (30) minutes on an assigned day of rest or at any other times other than his/her regular working hours shall be considered to be on stand-by time.
2. Any employee on stand-by time shall be paid one hour of his/her regular hourly rate for up to eight (8) hours of stand-by time on any one day, not to exceed two (2) hours of such compensation on regular days of work or three (3) hours of such compensation on any other day.
3. Stand-by time shall not be included in determining the total number of hours worked in any basic work period.

ARTICLE XII – LEAVE WITH PAY

GENERAL

1. An employee shall not earn or accrue any credits for paid leave of any kind during any period if such employee is:
 - A. On leave without pay for forty (40) hours of work or more or the equivalent prorata of the total hours of work for a less-than-full-time employee;
 - B. On extended sick leave; or
 - C. On paid educational leave, unless the training is required by the Employer.
2. Charges to accruals shall be only in hours of work and in no event shall exceed eighty (80) hours of work within the basic work period.

3. HOLIDAYS

- A. All legal holidays enumerated herein shall be allowed as days off with pay. The days prescribed by law for the observance of New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, and Christmas Day shall be observed as legal holidays. When any such holiday falls on a Sunday, the following Monday shall be observed as a holiday.
- B. Effective January 1, 1996, the following will apply only to those employees in divisions who are regularly assigned work schedules on a seven-day-per-week basis. (Excluded are employees in the Civil Division.) For the purposes of Section 3.A, such employees shall observe the actual calendar day on the following holidays: New Year's Day, Lincoln's Birthday, Independence Day, Veterans Day, and Christmas Day. The employee shall not, under any circumstance, have a claim to celebrate the same holiday twice.
- C. Whenever a holiday falls on a day the employee is not required to work, the employee shall be credited with an extra eight (8) hours of vacation credit or proportionate credit for less-than-full-time work.
- D. If an employee is required to work on a holiday set forth in Section 3.A. above, in lieu of holiday pay, such employee shall be paid at one and one half (1½) times the employee's hourly rate of pay for hours worked and shall receive a credit of an additional vacation day or part thereof as appropriate to such employee's normal working hours.
- E. Nothing contained herein shall be construed as preventing the Employer from granting employees such additional time off with pay from time to time as may be duly authorized by the Employer.
- F. If as a result of a snow emergency declared by the Sheriff or County Executive, County agencies are closed, employees required to work on such days shall receive compensatory time off or have an equivalent of time added to their vacations, at the option of the employee concerned.

4. VACATION

An annual vacation with pay will be granted to each employee as hereinafter provided.

- A. An employee shall accrue vacation credits at the rate of four (4) hours of work per biweekly payroll period, except that a new employee shall not accrue vacation credits until he/she has completed six (6) full biweekly payroll periods.

As of January 1, 2003, all employees who have completed five (5) years of service shall accrue fifteen (15) days (120 hours) of vacation credits as of January 1 of each year.

As of September 1, 2002, all employees who have completed five (5) years of service shall be credited with two (2) additional days (16 hours) of vacation credits for the calendar year 2002.

- B. Additional vacation credits for length of service shall be granted each employee annually on his/her anniversary date in accordance with the following schedule; provided, however, that no employee shall receive fewer vacation credits for completed years of continuous service than he/she earned or accumulated in 1973.

Completed Years of Continuous Service	Additional Vacation Credits In hours of Work	Completed Years of Continuous Service	Additional Vacation Credits In Hours of Work
2	8 hours	13-15	56 hours
3	16 hours	16-18	64 hours
4-5	24 hours	19-20	72 hours
6-7	32 hours	21-22	80 hours
8-9	40 hours	23-24	88 hours
10-12	48 hours	25 and over	96 hours

In computing longevity for vacation credits, an employee's length of service shall be computed from the date of his/her original appointment in the County service to any duly established position whether on a permanent, provisional, or temporary basis, provided that the employee's service with the County has been continuous, and further provided that service as a student employee shall not be included. For the purpose of computing the continuity of service, an authorized leave of absence without pay or a break in service not exceeding one year, followed by reinstatement or re-hiring into the County service, shall not affect the anniversary date of any employee.

- C. No vacation credits may be accumulated beyond a maximum of four hundred (400) hours of work. It shall be the responsibility of the Sheriff to notify the employee when that employee has accumulated vacation credit hours to the maximum less forty (40) hours of work.
- D. The following shall apply to all employees in the bargaining unit who had in excess of 400 hours combined total of holiday and vacation time as of January 1, 1997:

The parties acknowledge that the employer has kept an accumulation of holiday time separate from vacation time. The employer shall provide to the employees who have over 400 combined hours of holiday and vacation, a statement of the total holiday and vacation hours to the employee's credit on or before December 1, 1996. Each such employee shall be obligated to reduce his/her holiday/vacation hours as listed on such statement by a minimum of sixty (60) hours every six (6) months.

The first six (6) month period shall commence on January 1, 1997 and shall terminate on June 30, 1997. The next six (6) month period shall be from July 1, 1997 to December 31, 1997. Thereafter, each six (6) month period shall be from January 1st to June 30th, and July 1st to December 31st.

- 1) Each employee shall request and utilize such holiday/vacation credits as are necessary to reduce his/her holiday/vacation accumulation by sixty (60) hours during each six (6)-month period.
 - 2) In the event an employee is on extended sick leave, or is injured and receiving the benefits of Section 207c of the General Municipal Law, or is on a leave of absence, such employee's obligation to reduce his/her total holiday/vacation hours by sixty (60) hours shall be extended by the number of days of the employee's absence, and that individual employee's six (6) month period shall be likewise extended by the period of such absence.
 - 3) Additionally, in the event that an employee is denied holiday or vacation time off because of the nature of his/her job duties, or because of an emergency situation existing within the Sheriff's Department, or because of the Employer's needs, such employee shall not be penalized on account of such denial of leave time, and such employee's six (6) month period shall be extended by the number of days that he/she was unable to utilize leave time because of the Employer's needs.
 - 4) Any employee who retires from service after January 1, 1998 shall be paid at his/her regular pay rate for all accrued holiday and vacation time if the employee has been in compliance with this Agreement. If an employee who retires is not in compliance with the requirement for the reduction of accrued holidays and vacation as set forth in this Agreement, the employee shall forfeit any claimed entitlement to accruals above 400 hours.
- E. The time at which vacation may be drawn by an employee shall be subject to prior approval by the Sheriff. The request of an employee with respect to such time shall be honored by the Sheriff to the fullest extent possible consistent with the effective conduct of the County's business and with the relative seniority of employees in the department. Normally, vacation will be taken annually and for the total amount of accumulated credits. However, an employee may, with the prior approval of the Sheriff, utilize his/her vacation credits in such lesser amounts and at such time as may be jointly agreed to by the employee and the Sheriff. In the event the employee is unable to utilize vacation credits because of the Employer's decision, the employee shall be secured from the loss of vacation credits in that the employee shall not be subjected to the requirements of Subsection C. of this Section.
- F. Insofar as practicable, accumulated vacation credits shall be used prior to transfer. If that is not possible, the County agency, department or institution to which an employee is transferred shall credit the employee for all vacation credits accumulated prior to transfer. It shall be the responsibility of the Sheriff to inform the employee and appointing authority gaining the employee by written notification of the amount of accumulated credits, if any, due such employee.
- G. In the event of the separation of an employee from County service by transfer, resignation, retirement or death, accumulated vacation credit shall be compensated for by cash payment to the employee or to his/her beneficiary or estate, as the case may

be, up to the maximum accumulation permitted. No compensation for accumulated vacation credit shall be paid an employee discharged for cause.

- H. When a holiday enumerated in Section 3.A. of this Article falls within the scheduled vacation of any employee, such employee will not be charged vacation credit for said holiday.

5. SICK LEAVE

- A. On and after the effective date of this Agreement, an employee shall earn sick leave credits at the rate of four (4) hours of work per biweekly payroll period, to be credited on the last day of each payroll period.
- B. Sick leave shall be authorized in the event of the illness or other physical disability of the employee up to the full extent of accumulated sick leave credits. Included within the term disability is the childbearing state of pregnancy. In the event of illness or disability of a member of the employee's immediate family (parent, sibling, spouse, or child) which circumstance requires the employee's presence, sick leave shall be authorized up to a maximum of fifty-six (56) hours of work in any one calendar year, or up to the amount of his/her accumulated credits, whichever is less.
- 1) The Federal Equal Employment Opportunity Commission recognizes three stages in pregnancy for determining when a pregnant employee is disabled. They are: dormant, childbearing, and child rearing stages. Job disability is associated only with the childbearing stage and requires a certification of a duly licensed physician, stating that the employee is unable to continue to perform the normal and usual duties and responsibilities of her position. The determination that a job disability no longer exists also requires a certification of a duly licensed physician.
- C. 1) Unused sick leave credits may be accumulated up to a maximum of one thousand six hundred (1600) hours of work. Sick leave credits may be used in hour units or any multiple thereof.
- 2) Unused accumulated sick leave credits shall not be compensated for in the event of the separation of an employee from County service. Any employee returning to County service in a permanent position within one year of his/her termination shall be reccredited with sick leave credits which were cancelled at the time of separation from County service.
- 3) Notwithstanding the above, effective July 29, 2002, all employees who separate from the County with fifteen (15) or more years of service (except those dismissed for cause) shall be compensated for all unused accumulated sick leave days over 165 at half (1/2) the employee's regular daily rate of pay. All employees who separate from the County with twenty (20) or more years of service (except those dismissed for cause) shall be compensated for all unused accumulated sick leave days over 165 at the employee's regular daily rate of pay.
- D. The employee is responsible for notifying his/her supervisor or the Sheriff each time sick leave is to be taken and the reason therefor. Advance notification shall be given whenever possible, no later than one half hour after the employee's normal time for reporting to work. In the event, however, that the work of the employee is such that a substitute would be required, the Sheriff may require earlier notification whenever

possible but not more than two hours prior to the beginning of the employee's hours of work.

- E. The Sheriff, in his discretion, may require proof of illness or disability as he may deem necessary. The Sheriff may also require the employee to be examined at the expense of the Employer by a physician designated by the Sheriff.
- F. Failure to provide proper notification, failure to submit such proof of illness or disability as may be required, unsatisfactory evidence of illness, or evidence that the physical condition of the employee was not such as to justify absence from work, or any other abuse of sick leave, may be cause for disciplinary action at the discretion of the Sheriff.
- G. The parties to this Agreement recognize and accept the principle that abuse of sick leave cannot be tolerated, and further recognize and accept the fact that an employee who has rendered faithful and efficient service should not be unduly penalized for absences due to factors of health not within his/her control. It is the stated agreement between the parties that they will cooperate to avoid any practice or practices which constitute an abuse of sick leave.
- H. The Sheriff may require an employee who has been on a sick leave, prior to and as a condition of his/her return to work, to be examined at the expense of the Employer, by a physician designated by the Sheriff, to establish that the employee is able to perform his/her normal duties and that such return to work will not jeopardize his/her own health and safety or the health and safety of other employees.
- I. When an employee is transferred within the County service, his/her accumulated sick leave credits shall be transferred with the employee. The Sheriff is responsible for notifying, in writing, the gaining appointing authority and the employee of the amount of such transferred credits.

J. SICK LEAVE BANK

Effective January 1, 1990 there shall be established a sick leave bank to be administered by the Union.

- 1) Upon completion of one year of regular full time service, each employee will give eight (8) hours of accumulated sick leave credits to the bank, thereafter four (4) hours of sick leave each year shall be given to the bank. (If an employee does not have enough sick leave credits to give to the bank, that employee will not be eligible for credits from the bank until the employee has made the appropriate sick leave credits to the bank.) The total of sick leave credits shall be furnished to the President of the Association by the Sheriff in January of each year.

A record of accumulation and approvals shall be maintained by the Union and at least once every three months shall furnish a summary of transactions in the bank to the Sheriff.

Each approval of award of sick leave credits must certify that there are sufficient sick leave credits available in the bank for distribution. If the credits in the sick leave bank are exhausted, no awards or approvals can be made.

- 2) An employee will be eligible to receive credits from the sick leave bank after all the employee's paid leave has been exhausted. Eligibility for benefits under Section 207c

of the General Municipal Law shall be a bar to obtaining credits from the sick leave bank.

- 3) Awarding of sick leave credits shall be at the sole discretion of the Union and in any event cannot exceed the maximum accumulation available in the bank at the time of approval.
- 4) The employee must submit current medical reports; i.e., no more than two (2) months old, on the nature of the illness or disability. The reports must give the diagnosis, course of treatment, and a prognosis, including when the employee may return to work.
- 5) If approved, the Union may award up to 160 hours of such leave credit each year after serving a waiting period of ten (10) days. The waiting period shall start with the first day off due because of illness and may be any combination of paid leave or unpaid leave.
- 6) Any approval, together with supporting documents, shall be submitted to the Sheriff for processing through the payroll system.
- 7) Notwithstanding anything to the contrary, this section is not to be a bar to any other lawful action that might be taken by the Sheriff; for example, disciplinary action, or denial of sick leave, nor will it require extension of employment that otherwise would have been terminated.
- 8) Any balance in the sick leave bank on December 31 of each year shall be carried over to the sick leave bank for the following year.
- 9) After the employee returns to duty, the Sheriff agrees to deduct one (1) hour per pay period from such employee's sick leave accrual until credits advanced by the sick leave bank are repaid in full. The employee may agree to repay advanced credits at a faster rate.

6. EXTENDED SICK LEAVE

The Employer may grant an extension of sick leave with pay to any permanent employee who has used up all his/her sick leave, vacation and overtime credits, provided, however, that compensation for such extended sick leave be at one-half (1/2) the normal wage rate of such employee and that any such extension not exceed the rate of one hundred seventy-six (176) hours of work for each completed two (2) years of continuous service. An employee desiring extended sick leave under this provision shall request same in writing through the Sheriff. The Sheriff shall forward any such request to the Employer together with his recommendation.

7. PERSONAL LEAVE

Personal leave is leave with pay for personal business, including religious observances, which for compelling reasons require the employee to absent himself/herself from work. Such leave will not be charged against other leave credits. Personal leave credits may not be used in place of or to extend vacation.

- A. On the effective date of this Agreement, and on each subsequent anniversary date thereof, each employee shall be credited with thirty-two (32) hours of personal leave, except as herein otherwise provided.
- B. Employees who enter or re-enter County service after the effective date of this Agreement shall be credited with eight (8) hours of personal leave for each full quarter remaining in that calendar year, provided, however, that the total personal leave credits of any employee re-entering County service shall not exceed thirty-two (32) hours in any calendar year.
- C. Personal leave may be drawn only upon written request whenever possible and at a time convenient to and approved in advance by the Sheriff; provided, however, that personal leave allowed for religious observance shall be granted on the days and hours required, insofar as the same may be granted without interference with the proper conduct of government functions.
- D. Personal leave credits may be used in hour units or a multiple thereof. Personal leave credits are not cumulative; however, at the end of the calendar year any unused personal leave credits shall be transferred and credited to the employee's accumulated sick leave as provided in Article XII.5.c. Personal leave credits shall not be compensated for in the event of separation from County service; however, when an employee is transferred within County service, his/her unused personal leave credits shall be transferred with the employee.

8. LEAVE FOR COURT AND JURY ATTENDANCE

On proof of the necessity of jury service or appearance as a witness pursuant to subpoena or other order of a court or body, an employee shall be granted a leave of absence with pay with no charge against leave credit; provided, however, that this section shall not apply to any absence by an employee occasioned by such an appearance if he/she is a party to an action.

9. LEAVE FOR CIVIL SERVICE EXAMINATION

Upon due notice and presentation to the Sheriff of an admission slip for any Rockland County Civil Service Examination, an employee shall be given leave with pay to take such examination.

10. MILITARY LEAVE AND OTHER LEAVES REQUIRED BY LAW

The Sheriff shall grant any leave of absence with pay required by law.

11. EDUCATIONAL LEAVE

An employee who is required by the Employer to complete a specific training course or educational program shall be granted a leave of absence with full pay for the duration of such course or program.

- A. The Employer may grant educational leave with pay to an employee upon the request and recommendation of the Sheriff. The rate of pay shall be determined by the Employer, but in no event shall exceed the normal annual salary of the employee. Such leave shall not exceed two (2) years during any five (5) years of County service.

12. WAGE CONTINUATION PLAN

Chapter 727 of the Laws of 1980, effective June 26, 1980, extended the provisions of Section 207c of the General Municipal Law to "any Sheriff, Undersheriff, Deputy Sheriff..." and replaces Section 12 of this Article XII. In the event that the provisions of Section 207c of the General Municipal Law are determined not to be applicable to some or all of the job titles within the unit, then Section 12 of the Article XII shall continue to apply.

- A. An employee who is determined by the Sheriff to be unable to work because of occupational injury or disease as defined in the Worker's Compensation Law, and as a result thereof, is necessarily absent from work and files a claim therefor with the Worker's Compensation Board, shall, after a waiting period of eighty (80) hours of work, be allowed leave from his/her position with full pay for any period of absence not to exceed five hundred twenty (520) hours of work within six (6) months from the date of such disablement as determined by the Worker's Compensation Board. Such leave may be extended in the discretion of the Employer up to an additional five hundred twenty (520) hours of work within nine (9) months from the date of the disablement as determined by the Worker's Compensation Board.
- B. Worker's Compensation benefits for wage or salary compensation to which the employee is or may be entitled for any period for which the employee is receiving or has received pay from the Employer under the provisions of this section shall be assigned by the employee to the Employer as reimbursement for wages paid. An employee who receives a check for such compensation benefits from the Worker's Compensation Insurance Company for any period for which the employee is entitled to benefits from the Employer under the provisions of this section shall, within five (5) days thereafter, convey said check to the Employer after duly endorsing same, or shall reimburse the Employer for the amount of said check. Receipt and deposit by an employee of such Worker's Compensation benefits without reimbursement to the Employer as provided for herein shall be deemed to be a waiver by such employee of the benefits provided for in this section, and the Employer may take whatever action it considers necessary to recover payments it has made to the employee under the provisions of this section.

Before granting leave with pay pursuant to the provisions of this section, the Sheriff may require such proof of the employee's inability to perform the usual and normal duties of his/her employment as it may deem necessary.

- C. If the employee's claim for benefits under the Worker's Compensation Law is controverted by the Worker's Compensation Insurance Company, the employee shall not be entitled to leave under this section. If final determination of the controverted claim is in favor of the employee, he/she shall be entitled to receive the benefits of this section as if such claim had never been controverted.
- D. Leave under this section may be withheld or terminated if the appointing authority determines that the occupational injury or disease suffered by the employee is of such a nature as to permanently incapacitate him/her from performing the duties of his/her position.
- E. An employee who receives full pay for any period of leave under this section shall earn vacation, personal and sick leave credits during such period.

- F. Upon request of the employee to resume his/her employment at or prior to the expiration of the maximum period of allowed leave, the Sheriff may require the employee to undergo medical examination by a physician designated by the Sheriff and at the expense of the Employer before the employee may be permitted to resume his/her employment, in order to establish that such employee is physically and mentally able to perform the usual and normal duties of his/her employment without jeopardizing the health and safety of other employees as well as his/her own.
- G. In order to enable the Sheriff to make such determinations as are authorized or required under this section, the Sheriff may require an employee at any time to be examined by a physician designated by the Sheriff at the Employer's expense.
- H. This section shall not be construed to require extension of any employment beyond the time at which it would otherwise terminate.

13. BEREAVEMENT LEAVE

- A. An employee shall be allowed a maximum of twenty-four (24) hours of bereavement leave in the event of a death within his/her immediate family (parent, parent of spouse, grandparent, grandchild, brother, sister, child or spouse).
- B. An employee shall be allowed a maximum of eight (8) hours of bereavement leave in the event of the death of his/her spouse's grandparent or sibling.

ARTICLE XIII – LEAVE WITHOUT PAY

1. GENERAL

The Sheriff, upon the written request of the employee, may grant a leave of absence without pay to such employee not to exceed one year. Such leave must be for a specific period of time; however, the employee and the Sheriff may mutually agree to terminate such leave prior to its expiration.

2. CHILD CARE/MATERNITY LEAVE

Effective January 1, 1990 an employee holding a position by permanent appointment, upon written request, shall be granted a leave of absence without pay for any period of time not exceeding six (6) months for child care/maternity leave for a newborn or newly acquired child. Such leave may be extended by the Sheriff, provided that the total leave granted shall not exceed one year.

ARTICLE XIV – MEDICAL, SURGICAL AND HOSPITALIZATION INSURANCE AND OTHER BENEFITS

- 1. The Employer agrees to pay 100% of the premium or cost for the individual employee and dependents under a core plus medical and psychiatric enhancements as described in the New York State Insurance Plan.
- 2. Effective November 28, 1994, all new hires eligible for family plan benefits shall contribute on a flat fee basis the dollar equivalent of 12% of the State COBRA rate that was in effect on January 1, 1994 for a period of five (5) years from their eligibility for medical benefits.

Effective November 28, 1994, new hires eligible for individual plan benefits shall contribute on a flat fee basis the dollar equivalent of 10% of such State COBRA rate.

3. Effective June 20, 1996, all new hires eligible for family plan benefits shall contribute on a flat fee basis the dollar equivalent of 14% of the State COBRA rate that was in effect on January 1, 1994 for a period of ten (10) years from their eligibility for medical benefits. Effective June 20, 1996, new hires eligible for individual plan benefits shall contribute on a flat fee basis the dollar equivalent of 12% of such State COBRA rate.
4. Effective January 1, 1998, all new hires eligible for family plan benefits shall contribute on a flat fee basis the dollar equivalent of 16% of the NYS COBRA rate for a period of fifteen (15) years from their eligibility for medical benefits, and all new hires eligible for individual plan benefits shall contribute 14% of such NYS COBRA rate.
5. Effective January 1, 1999, all new hires eligible for family plan benefits shall contribute on a flat fee basis the dollar equivalent of 18% of the NYS COBRA rate for a period of fifteen (15) years from their eligibility for medical benefits, and all new hires eligible for individual benefits shall contribute 16% of such NYS COBRA rate.
6. Effective November 28, 1993, all new hires shall become eligible for medical benefits after completing three months of service.
7. New hires who change units from within the County into the Sheriff's Deputies Association will continue to contribute at the preexisting rate of the original unit.
8. The Employer agrees to provide a Dental Plan covering the individual employee. As of January 1, 2003 the County agrees to provide the same Dental Plan benefits to employees' eligible dependents.
9. Nothing herein will prevent the Employer from providing the same level of health and dental benefits through a different insurance carrier, self-funding, or any combination that it deems appropriate.
10. Effective January 1, 2003, the Employer agrees to pay up to \$200.00 per annum per unit member towards a family optical plan to be agreed to by the parties.
11. The Employer agrees to pay a percentage of health and dental insurance premiums for a part-time employee in the proportion that such part-time employee's position, as established or subdivided, bears to the basic work period of a full time position. The maximum to be paid by a part-time employee is 50% of the premium for individual coverage and 65% of the premium for dependent coverage. Further, this limitation shall apply only to such employees appointed on or after October 21, 1981.
12. Effective July 1, 2003 in no event shall the County be obliged to contribute to the cost of more than one health or other insurance policy per family, whereby two or more persons within the same dependent-family structure are employees of the County or RCC (e.g., only one family plan of any health or insurance benefit will be provided when both a husband and wife work for the County and/or work for RCC).

ARTICLE XV – PARTICIPATION IN THE NEW YORK STATE RETIREMENT SYSTEM

1. The Employer agrees that it will continue the non-contributory retirement plan as contained in Sections 75-i and 89-a of the Retirement and Social Security Law.
2. Effective July 1, 1988 the Employer agrees that it will adopt participation in Section 89-b(m) of the New York State Retirement and Social Security Law under the conditions determined by law, rules, and regulations.
3. Effective January 1, 1998 the Employer, the County of Rockland, agrees to elect a 20 year retirement plan with a 1/60th per year incremental benefit to a maximum of 15 years and enhanced disability coverage for the Sheriff's road patrol deputies as established by Article 14-B of the Retirement and Social Security Laws enacted by Chapter 165, Laws of 1995.
4. Effective December 2, 2001, the County will adopt and pay the cost of adopting Chapter 441 of the Laws of 2001 pension benefits, providing an alternative twenty-five year retirement plan for Tier 3 and Tier 4 Deputy Sheriffs - Civil.
5. Effective September 1, 2002, the County will elect and assume the additional cost required to provide additional 1/60th for more than 20 years of service, provided in Section 553(b) of Article 14-B of the Retirement and Social Security Law, pursuant to Chapter 165 of the Laws of 1995 as amended by Chapter 571 of the Laws of 1999.

ARTICLE XVI – GRIEVANCE PROCEDURES

The Grievance procedures as contained in Appendix C are hereby adopted and made an integral part of this Agreement.

ARTICLE XVII – DEFINITIONS OF TERMS AS USED IN THIS AGREEMENT

1. **Anniversary Date:** The annual anniversary of an employee's date of first appointment in continuous County service, except that employment as a student employee shall not be included in such computation or determination.
2. **Continuous Service:** Continuous employment from the date of appointment in County service where there has been no break of service in excess of one year, except authorized leave of absence, except that employment as a student employee shall not be included in such computation or determination.
3. **Employee:**
 - A. One whose position or job has been determined to be within the negotiating unit.
 - B. A less-than-full-time employee is one whose work is less than the basic work period.
4. **Grievance:** Any alleged violation, misinterpretation or inequitable application of this Agreement.
5. **Leave:** Authorized absence of an employee from his/her work during working hours.
6. **Promotion:** A movement to another position which requires substantially the same basic knowledge and/or abilities as the former position but which involves greater responsibilities

and/or skill, is allocated to a higher salary grade, and requires additional educational and/or experience qualifications within the same general field of requirements.

7. **Seniority:**

- A. Effective January 1, 1990, seniority is the length of continuous service in title within the division in the Sheriff's Department , for the purpose of vacation picks and assigning days off.

ARTICLE XVIII – GENERAL PROVISIONS

1. Except for personal leave, all leave credits accumulated or earned by an employee as of the close of business December 31 of any year shall be carried over to the employee's credit as of the start of business January 1 of the following year.
2. A. A bulletin board, or a reasonable portion of existing bulletin boards, will be made available for employees' and the Union's use whenever it is possible and practical to do so. Bulletin boards which serve the general public shall not be used by an employee or the Union.
B. Designation of a bulletin board for use by an employee or the Union shall be made by the Sheriff.
C. Any bulletin board so designated shall not be used for personal business or political activity. Any material posted must be dated and removed after thirty (30) days. The Union assumes responsibility for maintaining designated bulletin boards in a neat and orderly manner; however, the Employer reserves the right to remove any material which in its judgment does not conform to the requirement of this section.
3. A. Uniforms and equipment required for the operations of the department will be prescribed and furnished by the Sheriff subject to sufficient funds being appropriated for the same by the Employer.
B. The Employer agrees to clean those parts of the prescribed uniform during the life of this Agreement in accordance with the following schedule, pursuant to regulations of the Sheriff. This provision shall become effective subject to any requirements with respect to competitive bidding.

<u>Uniform Item</u>	<u>Men and Women</u>	<u>Frequency</u>
Jacket	<u>Men</u>	Two (2) times a year
Shirt		Three (3) times a week
Trousers		Once a week
	<u>Women</u>	
Blouse		Three (3) times a week
Skirt		Once a week

4. MILEAGE ALLOWANCE

Effective November 28, 1994, the mileage allowance, in lieu of actual and necessary expenses, whenever use of a personal motor vehicle on County business is authorized by the Employer, shall be that allowed by the Internal Revenue Service either by rule, regulation or code.

5. The Employer agrees to furnish each of its employees one copy of this Agreement.
6. Daily time records showing actual time worked and all leave credits earned, accumulated and taken by an employee shall be maintained by the Sheriff on a form approved by the Department of Personnel. The employee shall be provided a summary of all expended, earned and accumulated leave credits.
7. Effective September 1, 2002, employees shall be furnished a meal or a meal allowance of \$6.00 for each four (4) hours of overtime work.
8. Effective January 1, 1990, the employer agrees that the vehicles used by the Patrol and Civil Deputies shall be equipped with air conditioning.
9. The County will make every effort to issue pay checks on the Thursday before pay day (after 3:00 p.m.) to employees who are off on Friday as a day of rest and to employees who are scheduled to work either 4:00 p.m. to 12:00 midnight, or 12:00 midnight to 8:00 a.m. on pay day.

10. TUITION REIMBURSEMENT BENEFIT

In recognition of the desire of the County to provide for the advancement and improvement in the abilities and skills of its employees, a tuition reimbursement program is established as follows:

- A. Each qualifying employee shall be eligible to receive reimbursement of college tuition fees up to a maximum of seven hundred and fifty dollars (\$750.00) per annum.
- B. Qualifying College Course
 - 1) Courses taken at an accredited institution of higher learning which clearly improve present job skills and/or would provide the employee with knowledge or skills necessary for another position within Rockland County are eligible. This shall also include courses offered by other institutions certified or licensed by the New York State Department of Education that, similarly, improve or add skills relevant to current occupation or for promotions within a field of promotion.
 - 2) Applicants wishing pre-approval of the courses that they intend to take must submit catalogue description of same to the County Department of Personnel at least three (3) weeks before the commencement of classes.
 - 3) The County retains the ultimate right to determine whether or not specific courses meet eligibility requirements.

C. Payment Reimbursement

- 1) Payment reimbursement will be made subsequent to submission of official transcripts to the County Department of Personnel showing successful course completion(s).
- 2) Applications for reimbursement must be submitted within six (6) months of course completion.
- 3) The maximum reimbursement for each year of this Agreement for all employees utilizing this program shall be Seven Thousand Five Hundred Dollars (\$7,500). Requests for reimbursement once that allocation is reached shall be denied.

11. DISCIPLINARY PROCEDURE

Unit members facing Section 75 disciplinary proceedings shall be provided an opportunity to waive their Section 75 rights and opt for binding arbitration before an independent hearing officer to be chosen pursuant to the procedure of the American Arbitration Association. This procedure is not intended to supplant existing case procedures including settlement negotiations.

ARTICLE XIX - PERSONNEL FILE

1. A. Effective April 1, 1988, upon request, an employee shall have an opportunity to review his/her personnel file, maintained at his/her place of employment, in the presence of the appointing authority or his/her designee and to place in such file a written response of reasonable length to anything contained therein which such employee deems to be adverse.
B. Upon request, once a calendar year, legible copies of an employee's personnel file shall be provided within a reasonable time, not to exceed thirteen (13) days.
C. Notwithstanding any of the above, pre-employment material shall be privileged and not be made available to such employee.
2. Letters, memoranda and evaluations alleging incompetence or misconduct shall not be placed in an employee's personnel file until the employee has been given a copy of such material. The employee must sign, acknowledging receipt of such material, and such receipt will also be placed in the file. It is understood and agreed that signature by the employee does not signify agreement with such material. Should the employee refuse to sign it, it shall be so noted on the material which shall be deemed to comply with the requirements of this section and the refusal to sign, alone, shall not be the basis for a charge of insubordination.
3. Materials described in Section 2 above may be used in disciplinary action(s) taken against an employee, but materials not entered into the personnel file in accordance with this article cannot be used in any manner in disciplinary action(s) taken against an employee.
4. A. Adverse material or information dealing with acts or incidents of misconduct or incompetence shall be removed from the personnel file eighteen (18) months after the date of occurrence.
B. Except that the following shall not be removed from the personnel file:

- 1) Determination of guilt as a result of disciplinary proceedings;
- 2) Performance or other evaluations;
- 3) Incompetence or misconduct complained of and described which would, if proved in a court of appropriate jurisdiction, constitute a crime.

ARTICLE XX - EFFECTIVE DATE AND DURATION OF THIS AGREEMENT

This Agreement shall become effective on January 1, 2000 and expire on December 31, 2003.

ARTICLE XXI - NECESSITY FOR APPROVAL BY THE APPROPRIATE LEGISLATIVE BODY

IN ACCORDANCE WITH SECTION 204a OF THE CIVIL SERVICE 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.

ARTICLE XXII - RETROACTIVITY

Only those unit employees who were employed by the County on or after January 1, 2002, or the date of ratification of the Memorandum of Agreement, whichever is earlier, shall be eligible for wage increases and/or retroactive wage adjustments, except that employees who have died, retired, or become disabled from work-related injury shall be eligible for retroactive wage adjustments for any applicable period(s) of active service on this payroll during the contract period.

ARTICLE XXIII - CIVIL DIVISION SALARIES

Effective January 1, 1996, the salary structure of members assigned to the Civil Division shall be modified as follows:

The "A" Step will be frozen and the percentage of salary increase will be converted to a dollar amount and placed in the "E" Step on January 1, 1997.

Effective January 1, 1997 the "A" Step will be frozen and the percentage of salary increase will be converted to a dollar amount and placed in the "E" Step on January 1, 1998.

Notwithstanding this restructure, the 15% salary differential between the Senior Deputy (Civil) and Deputy (Civil) will remain.

ARTICLE XXIV: ROCKLAND COUNTY DRUG AND ALCOHOL POLICY

The Rockland County Drug and Alcohol Policy as contained in Appendix D is hereby adopted and made an integral part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their
duly authorized officers and their corporate seals to be hereunto affixed this _____
day of _____ 2003.

FOR THE COUNTY:

By: Scott Vanderhoef
C. Scott Vanderhoef, County Executive
5/9/03
Date

By: James F. Kralik
James F. Kralik, Sheriff
4-7-03
Date

FOR THE UNION: ROCKLAND COUNTY SHERIFF'S DEPUTIES ASSOCIATION, INC.

By: Louis Falco III
Louis Falco, III, Chief Negotiator
4/7/03
Date

By: Matthew McCune
Matthew McCune, President
4/7/03
Date

Attest: LOGL
Lawrence O. Toole, Clerk to the Legislature

Date

ARTICLE VIII - APPENDIX A

PROVISIONS FOR ADMINISTRATION OF THE WAGE PLAN

1. ADMINISTRATION

The Commissioner of Personnel shall be responsible for the administration of the wage plan. Such responsibility shall include the resolution of procedural matters or inconsistencies within the plan which interfere with or prevent a uniform and equitable system of payment for personal services.

2. GENERAL

- A. The rates of pay for the various positions determined to be in the unit shall be as set forth in Article VIII – Appendix B.
- B. Payment within salary range. No employee shall be paid less than the minimum nor more than the maximum of the hourly rate wage range to which the employee's position is allocated unless otherwise specifically provided for in this Agreement.
- C. Temporary employees not occupying a duly established position shall be paid only for hours actually worked at the beginning hourly rate of the position concerned.
- D. It is agreed and understood that comparisons of hourly rate ranges shall be made at the starting rate of the hourly rate range, and that for movement from 35 to 40 hour positions and vice versa, the comparisons will be made on an annual salary basis.

3. ALLOCATION OF POSITION TITLES TO THE WAGE PLAN

If a classification action of the Commissioner of Personnel results in a change of position title, the Employer, upon establishing the position, shall determine the appropriate hourly rate range.

4. RECLASSIFICATION OF POSITIONS

A. Resulting in a Higher Title

When an individual position has been reclassified to a title for which a higher hourly rate range has been established, an employee who had been permanently appointed to such position shall continue to be paid at his or her original hourly rate range unless such employee is appointed to the reclassified title. (See 5B)

B. Resulting in a Lower Title

When a position has been reclassified to a title for which a lower hourly rate range has been established, the hourly rate of any employee then occupying that position shall remain unchanged, and such employee shall thereafter be eligible to any increment increases only in the lower hourly rate range.

5. REAPPOINTMENTS, PROMOTIONS AND DEMOTIONS

A. GENERAL

- 1) No employee shall suffer a loss in pay by accepting a subsequent appointment in County service to a position for which an hourly rate range has been established that is no lower than the employee's present hourly rate range. Consequently, any such appointee shall be placed in the new hourly rate range at the starting rate or at a rate within the range which most nearly approximates but is no lower than the employee's current rate.

Notwithstanding the above, effective January 1, 2000, a Relief employee with less than one year's service, upon appointment to the title of Patrol Officer, shall be placed at the starting rate of Patrol Officer. A Relief employee with one or more years of service shall be placed at a rate within the range which is most nearly above his/her current rate, except that no employee shall be placed at a longevity rate greater than warranted for years of County service.

B. Subsequent Appointment to a Position Allocated to a Higher Hourly Rate Range

- 1) a) Whenever a County employee is subsequently appointed to a position allocated to a higher hourly rate range, including a promotional advance as defined by the Department of Personnel, such employee shall receive the starting rate of the higher position or a rate within the range which is most nearly above his or her current rate.
b) Effective January 1, 2000, if such appointment is to the rank of Senior Deputy (Civil), Sergeant, Lieutenant, or Captain, the employee shall receive the rate in the higher range that represents the appropriate differential, i.e., 15%, 15%, 15%, or 10%, respectively, exclusive of any additional differential for assignment of detective duties, except that such employee shall not be placed at a longevity rate greater than warranted for years of County service.

C. Subsequent Appointment to a Position Allocated to a Lower Hourly Rate Range

Whenever a County employee is subsequently appointed to a position which is allocated to a lower hourly rate range, and such action is not a demotion, such employee shall be placed in the lower hourly rate range at a step which represents a salary rate most near but no lower than his or her current rate.

Employees whose salaries upon entry into the unit from another County unit were under review at the commencement of this contract shall have their salaries adjusted effective January 1, 2000 as if the above provision had been applied upon entry.

D. Demotion

In the case of a demotion, such employee shall be reduced in salary to the same increment step in the new hourly rate range as the employee was in the former hourly rate range, or to a step in the lower hourly rate range which represents a decrease in pay from his or her current salary, whichever decrease is greater.

E. Return to Original Position from Other Assignment

An employee who returns to his or her original position after completing another assignment, whether such be a temporary assignment, including out-of-title, or provisional promotion, shall be paid the employee's last hourly rate in his or her original position, increased by any annual or longevity increment(s) or general increase(s) the employee would have been eligible for had the employee remained in such original position.

6. SPECIAL ASSIGNMENTS

A. ASSIGNMENT OF DETECTIVE DUTIES

Effective July 1, 1998, any member of the uniformed Patrol Division who is assigned detective duties shall receive a 10.9% differential above his or her hourly rate of Patrol Officer for the period of time for which such detective duties are assigned.

Similarly, any Patrol Sergeant who is assigned detective duties shall receive a 10.9% differential above his or her hourly rate of Patrol Sergeant for the period of time for which such detective duties are assigned.

Effective November 1, 1998, any unit employee maintaining the rank of Lieutenant who is assigned detective duties and is the supervisor of officers performing such duties shall receive a 7.5% differential above the salary of Lieutenant for the period of time for which such detective duties are assigned.

B. PLAINCLOTHES ASSIGNMENT

Effective January 1, 1990, any member of the uniformed Patrol Division who is assigned or detailed to work in plainclothes shall receive an additional forty-eight (48) cents for each hour of such assignment.

C. Any employee receiving a differential for assignment of detective duties at 10.9% or 7.5% shall not be eligible to receive a forty-eight (48) cents plainclothes allowance for the same period of time during which he or she is receiving such differential.

7. OUT OF TITLE

A. Effective September 1, 2002, an employee temporarily required or assigned to work in a duly established position allocated to a higher hourly rate range shall, after a one-time cumulative total of 15 shifts, be paid at the hourly rate of the higher position which represents the appropriate differential in rank (i.e., 15% for Senior Deputy (Civil), 15% for Sergeant, 15% for Lieutenant, and 10% for Captain), exclusive of any additional differential for assignment of detective duties, except that such employee shall not be placed at a longevity rate greater than warranted for years of County service.

It is agreed and understood that the 15 shifts are cumulative and that the 15-shift "waiting period" applies separately to each rank; for example, a one-time 15-shift waiting period would be required for each of the following:

Patrol Officer to Patrol Sergeant
Patrol Sergeant to Patrol Lieutenant
Patrol Lieutenant to Patrol Captain
Civil Deputy to Senior Deputy (Civil)

- B. Such 15-shift "waiting period" shall be waived when a unit employee is temporarily required or assigned to work at such higher paid position because the incumbent is absent due to his or her supervisor's requirement that he or she conduct or participate in training.
- C. Notwithstanding the above, effective April 1, 2002, the employer may grant to a unit employee who has been temporarily assigned additional supervisory duties requiring specialized skills not generally available within the unit, a stipend equal to the respective differential between the employee's rank and that representing the supervisory duties assigned. Such assignments shall be limited to one in each specialized unit.
- D. It is agreed and understood that the intent in most situations is to restrict the use of the provisions in this section to cases of individuals assigned to work in an established, encumbered position when the incumbent is absent and expected to return.

8. **REINSTATEMENT**

A reinstated employee's hourly rate of pay shall be as if the employee's service in the position to which reinstated had been continuous.

For the purposes of this section continuous service shall not include any time between the termination of the previous employment and subsequent rehire.

9. **INCREMENT**

- A. The service of each employee shall be reviewed for the purpose of determining whether such employee shall be recommended for an annual increment increase. All personnel records, including those pertaining to attendance and tardiness, shall be considered in making recommendations to the Sheriff. Any increment which is not awarded as a result of an unfavorable evaluation of service when the employee would otherwise be eligible for such award may, in the discretion of the Sheriff, subsequently be awarded during the following year without jeopardizing any subsequent award of an annual increment for which the employee would otherwise be eligible.
- B. An employee shall be eligible for an annual increment on his or her anniversary date, except that employees hired on or before September 1, 1968 shall observe January 1 of each year as their anniversary date for the purposes of this section.

10. LONGEVITY

Any employee hired on or after January 1, 1990 shall be eligible for longevity increments under the provisions of this section.

- A. Effective December 31, 1991 longevity increments (Steps G, H, I, J, and effective January 1, 2000, Step K) will be awarded as follows:

An employee shall be eligible to receive a longevity increment whenever the following conditions are met:

- 1) The employee's hourly rate has reached the normal maximum of the range (Step E); and,
- 2) The employee has completed five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of service with the County to be eligible respectively for the first, second, third, fourth, and fifth longevity increments of the range (Steps G, H, I, J, and K); provided, however, that no employee shall be eligible for the second, third, fourth, or fifth longevity increments of the range prior to the employee's having received the first, second, third, or fourth longevity increments, respectively. And,
- 3) The employee is specifically recommended by the Sheriff to receive the longevity increment; And,
- 4) No employee shall receive more than one (1) such increment during the year under the provisions of this section, except that where this provision conflicts with Section 5B.1.b or 7A, covering promotion and out of title, Section 5B.1.b or Section 7A shall take precedent.

- B. Each longevity increment shall be 5% greater than the previous longevity increment.



SHERIFF'S DEPUTIES ASSOCIATION
ARTICLE VIII - APPENDIX B

CIVIL DIVISION

DEPUTY (CIVIL)	A	B	C	D	E	LONGEVITY				
						G(5)	H(10)	I(15)	J(20)	K(25)
7/1/99 2088	\$16,76	\$18,67	\$19,60	\$20,60	\$22,60	\$23,78	\$24,97	\$26,22	\$27,53	\$28,91
1/1/00 (0%) 2080	\$16,76	\$18,67	\$19,60	\$20,60	\$22,65	\$23,78	\$24,97	\$26,22	\$27,53	\$28,91
1/1/01 (3%) 2088	\$17.26	\$19.23	\$20.19	\$21.22	\$23.33	\$24.49	\$25.72	\$27.01	\$28.36	\$29.78
1/1/02 (2%) 2088	\$17.61	\$19.61	\$20.59	\$21.64	\$23.80	\$24.98	\$26.23	\$27.55	\$28.93	\$30.38
7/1/03 (2%) 2088	\$17.96	\$20.00	\$21.00	\$22.07	\$24.28	\$25.48	\$26.75	\$28.10	\$29.51	\$30.99
1/1/03 (2%) 2088	\$18.32	\$20.40	\$21.42	\$22.51	\$24.77	\$25.99	\$27.27	\$28.66	\$30.10	\$31.61
7/1/03 (2%) 2088	\$18.69	\$20.81	\$21.85	\$22.96	\$25.27	\$26.51	\$27.84	\$29.23	\$30.70	\$32.24

SR. DEPUTY (CIVIL)	A	B	C	D	E	LONGEVITY				
						G(5)	H(10)	I(15)	J(20)	K(25)
7/1/99 2088	\$26,05	\$27,35	\$29,58	\$32,72	\$35,96	\$36,72	\$38,16	\$39,67	\$41,67	\$33,25
1/1/00 (0%) 2080										
1/1/01 (3%) 2088	\$26,05	\$27,35	\$28,72	\$30,16	\$31,67	\$32,97	\$34,33	\$35,84	\$36,17	\$39,46
1/1/02 (2%) 2088	\$26,83	\$28,16	\$29,58	\$31,06	\$32,61	\$33,97	\$35,44	\$36,95	\$37,51	\$39,16
7/1/02 (2%) 2088	\$27.37	\$28.73	\$30.16	\$31.68	\$33.27	\$34.94	\$36.64	\$38.27	\$39.94	\$41.16
1/1/03 (2%) 2088	\$27.92	\$29.30	\$30.76	\$32.32	\$33.94	\$35.64	\$37.41	\$39.06	\$40.74	\$42.42
7/1/03 (2%) 2088	\$28.49	\$29.89	\$31.38	\$32.96	\$34.62	\$36.35	\$38.09	\$39.75	\$41.44	\$43.12

*Included from prior contract for reference.

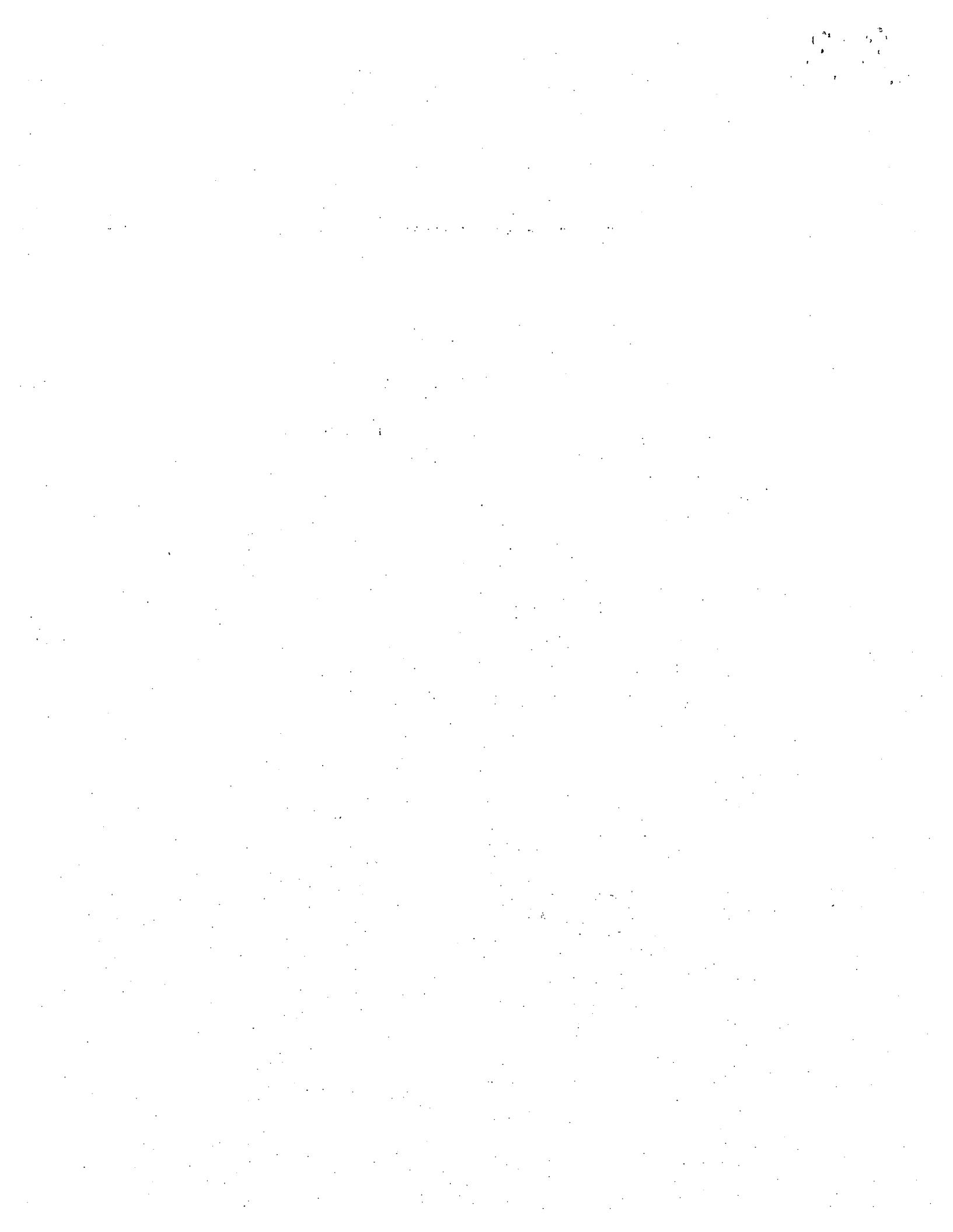


SHERIFF'S DEPUTIES ASSOCIATION
ARTICLE VIII - APPENDIX B

SR. ID OFFICER

SR. ID OFFICER	LONGEVITY									
	A	B	C	D	E	G (5)	H (10)	I (15)	J (20)	K (25)
7/1/99*	\$26.48	\$27.30	\$29.11	\$30.91	\$32.03	\$33.63	\$35.31	\$37.08	\$38.93	\$40.88
2088	\$55,290	\$58,067	\$60,907	\$63,705	\$66,529	\$70,219	\$73,727	\$77,423	\$81,286	\$85,357
1/1/00 (3%)	\$27.27	\$28.64	\$30.05	\$31.43	\$32.99	\$34.64	\$36.37	\$38.19	\$40.10	\$42.11
2080	\$56,722	\$59,571	\$62,504	\$65,374	\$68,519	\$72,051	\$75,650	\$79,435	\$83,408	\$87,589
1/1/01 (3%)	\$28.09	\$29.50	\$30.95	\$32.37	\$33.98	\$35.68	\$37.46	\$39.34	\$41.30	\$43.37
2088	\$58,652	\$61,596	\$64,624	\$67,589	\$70,950	\$74,500	\$78,216	\$82,142	\$86,234	\$90,557
1/1/02 (2%)	\$28.65	\$30.09	\$31.57	\$33.02	\$34.66	\$36.39	\$38.21	\$40.13	\$42.13	\$44.24
2088	\$59,824	\$62,728	\$65,918	\$68,946	\$72,370	\$75,982	\$79,782	\$83,791	\$87,967	\$92,373
7/1/02 (2%)	\$29.22	\$30.69	\$32.20	\$33.68	\$35.35	\$37.12	\$38.97	\$40.93	\$42.97	\$45.12
2088	\$61,011	\$64,081	\$67,234	\$70,324	\$73,511	\$77,507	\$81,369	\$85,462	\$89,721	\$94,211
1/1/03 (2%)	\$29.80	\$31.30	\$32.84	\$34.35	\$36.06	\$37.86	\$39.75	\$41.75	\$43.83	\$46.02
2088	\$62,222	\$65,259	\$68,470	\$71,723	\$75,022	\$78,021	\$82,998	\$87,174	\$91,517	\$96,090
7/1/03 (2%)	\$30.40	\$31.93	\$33.50	\$35.04	\$36.78	\$38.62	\$40.55	\$42.59	\$44.71	\$46.94
2088	\$63,475	\$66,670	\$69,948	\$73,164	\$76,597	\$80,639	\$84,668	\$88,928	\$93,354	\$98,071

*Included from prior contract for reference.

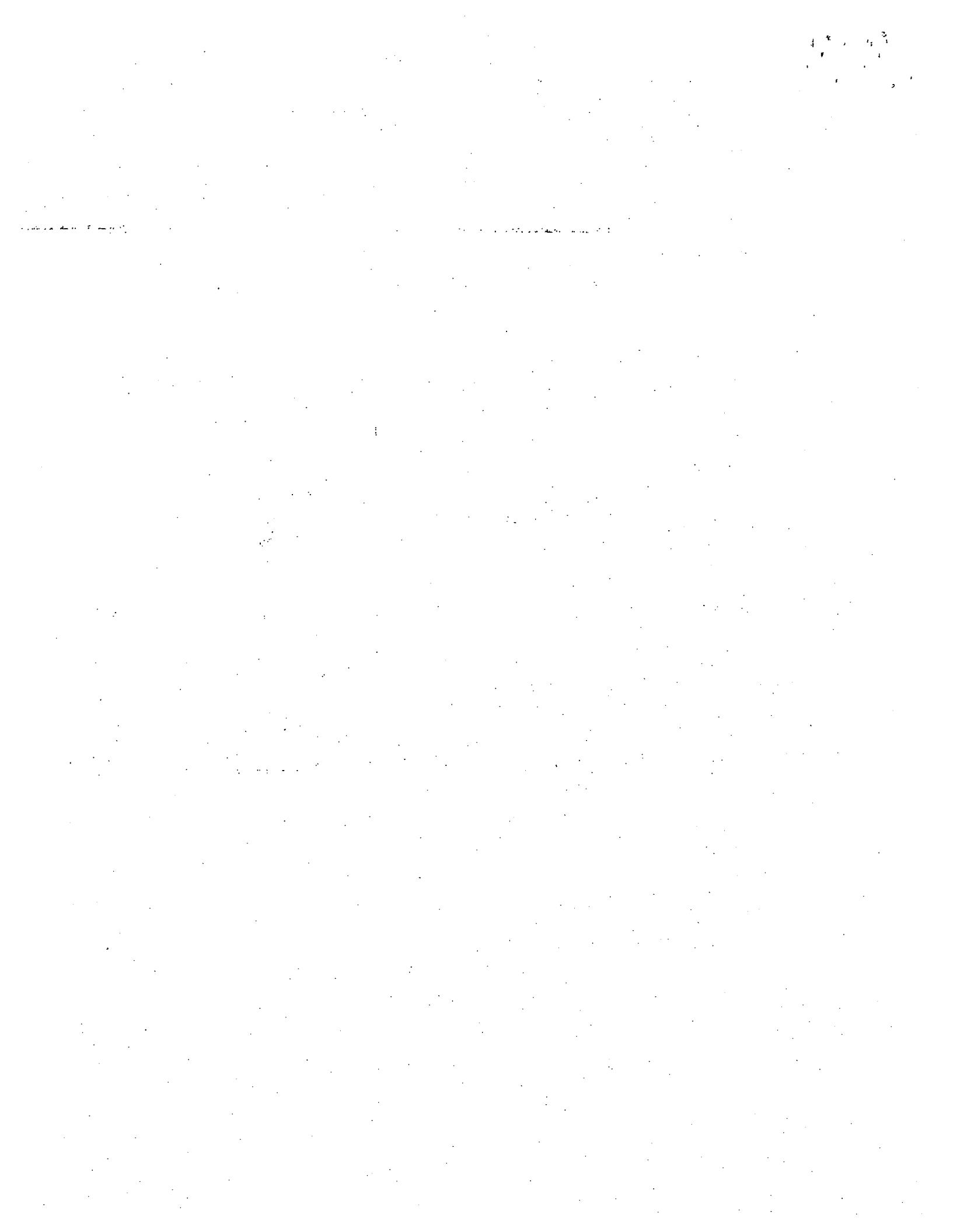


SHERIFF'S DEPUTIES ASSOCIATION
ARTICLE VIII - APPENDIX B

PATROL DIVISION

		LONGEVITY					
PATROL CAPTAIN		E	G (5)	H (10)	I (15)	J (20)	K (25)
7/1/99*	2088	\$39.44 \$82,035	\$39.39 \$82,100	\$41.28 \$86,193	\$43.35 \$90,515	\$45.51 \$95,025	\$47.71 \$99,712
1/1/00	2080	\$39.44 \$82,035	\$41.40 \$86,112	\$43.46 \$90,397	\$45.64 \$94,931	\$47.92 \$99,674	\$50.00 \$104,612
1/1/01	2088	\$40.61 \$84,794	\$42.65 \$89,053	\$44.78 \$93,501	\$47.00 \$98,436	\$49.36 \$103,064	\$51.00 \$108,212
1/1/02	2088	\$41.42 \$86,485	\$43.51 \$90,849	\$45.68 \$95,380	\$47.95 \$100,120	\$50.35 \$105,131	\$52.00 \$110,312
7/1/02	2088	\$42.25 \$88,018	\$44.37 \$92,645	\$46.59 \$97,280	\$48.91 \$102,124	\$51.36 \$107,240	\$53.00 \$112,512
1/1/03	2088	\$43.09 \$89,972	\$45.27 \$94,524	\$47.53 \$99,243	\$49.87 \$104,129	\$52.38 \$109,369	\$55.00 \$114,832
7/1/03	2088	\$43.95 \$91,768	\$46.16 \$96,382	\$48.48 \$101,226	\$50.89 \$106,258	\$53.44 \$111,583	\$56.00 \$117,912
PATROL LIEUTENANT		E	G (5)	H (10)	I (15)	J (20)	K (25)
7/1/99*	2088	\$34.05 \$71,090	\$35.75 \$74,646	\$37.54 \$78,384	\$39.41 \$82,288	\$41.38 \$86,401	\$43.00 \$90,722
1/1/00	2080	\$35.85 \$74,568	\$37.64 \$78,291	\$39.51 \$82,181	\$41.49 \$86,299	\$43.56 \$90,605	\$45.00 \$95,162
1/1/01	2088	\$36.92 \$77,082	\$38.77 \$80,952	\$40.71 \$85,002	\$42.73 \$89,220	\$44.87 \$93,689	\$47.00 \$98,382
1/1/02	2088	\$37.65 \$78,613	\$39.55 \$82,500	\$41.53 \$86,715	\$43.59 \$91,016	\$45.77 \$95,568	\$48.00 \$100,932
7/1/02	2088	\$38.41 \$80,200	\$40.34 \$84,230	\$42.35 \$88,427	\$44.46 \$92,832	\$46.69 \$97,489	\$49.00 \$102,932
1/1/03	2088	\$39.17 \$80,784	\$41.15 \$85,921	\$43.21 \$90,222	\$45.34 \$94,670	\$47.62 \$99,437	\$50.00 \$104,462
7/1/03	2088	\$39.95 \$83,416	\$41.96 \$87,612	\$44.07 \$92,018	\$46.26 \$96,591	\$48.58 \$101,435	\$51.00 \$106,562

*Included from prior contract for reference.

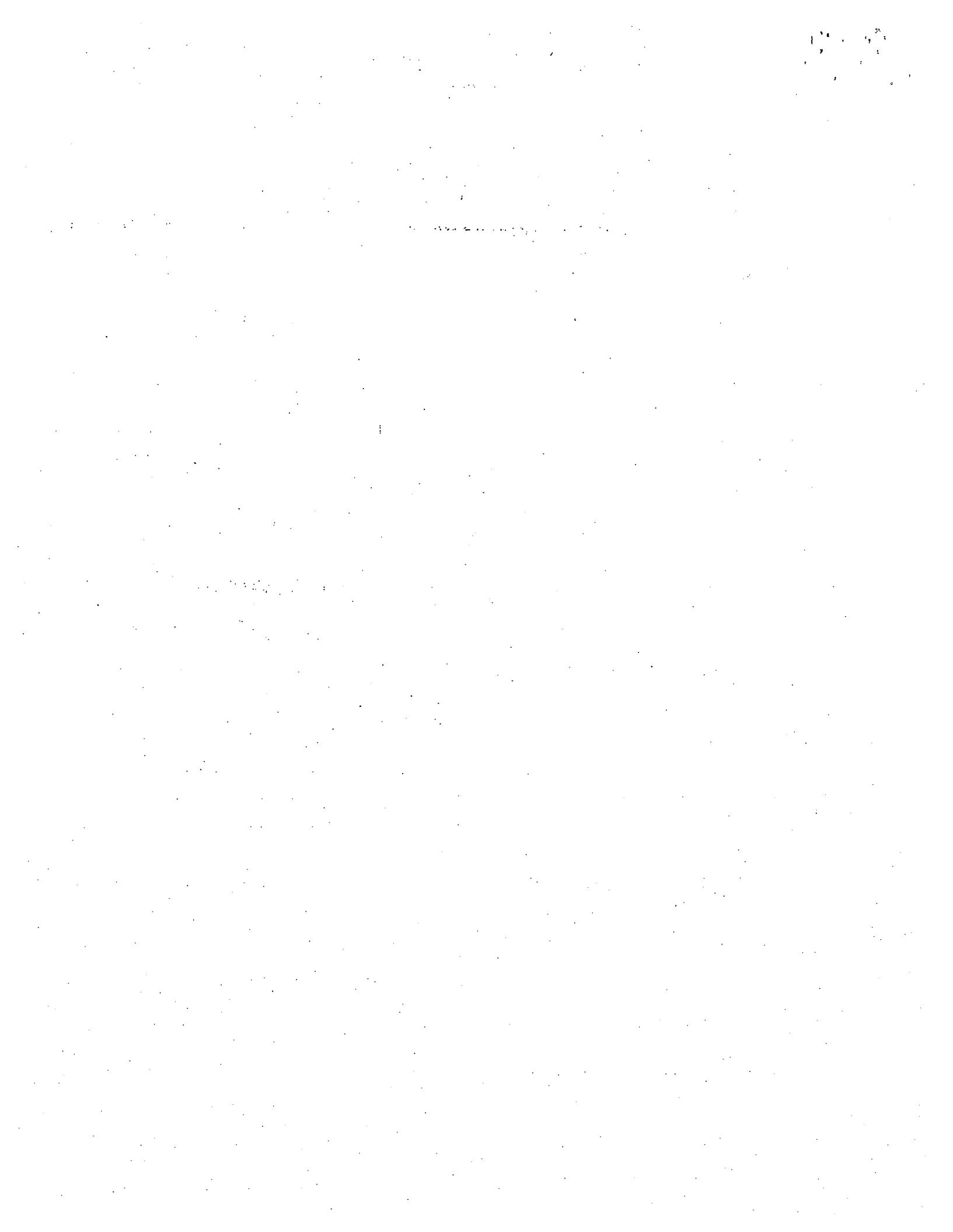


SHERIFF'S DEPUTIES ASSOCIATION
ARTICLE VIII - APPENDIX B

PATROL DIVISION

		TENURE							
		C	D	E	G (5)	H (10)	I (15)	J (20)	K (25)
PATROL SERGEANT									
7/1/99*	2088	\$21.57 <i>\$45,028</i>	\$23.00 <i>\$48,044</i>	\$20.26 <i>\$41,181</i>	\$21.77 <i>\$46,316</i>	\$33.36 <i>\$69,636</i>	\$35.03 <i>\$75,143</i>	\$36.78 <i>\$76,777</i>	\$38.6 <i>\$80,639</i>
1/1/00	2080	\$22.22 <i>\$45,714</i>	\$23.69 <i>\$49,235</i>	\$31.17 <i>\$46,834</i>	\$32.73 <i>\$46,078</i>	\$34.36 <i>\$71,469</i>	\$36.08 <i>\$75,046</i>	\$37.88 <i>\$78,790</i>	\$39.71 <i>\$82,742</i>
1/1/01	2088	\$22.89 <i>\$47,224</i>	\$24.40 <i>\$50,025</i>	\$32.10 <i>\$47,025</i>	\$33.71 <i>\$47,386</i>	\$35.40 <i>\$71,395</i>	\$37.16 <i>\$77,590</i>	\$39.02 <i>\$81,444</i>	\$40.9 <i>\$85,545</i>
1/1/02	2088	\$23.35 <i>\$49,735</i>	\$24.89 <i>\$52,924</i>	\$32.74 <i>\$47,825</i>	\$34.39 <i>\$48,726</i>	\$36.11 <i>\$72,004</i>	\$37.90 <i>\$79,145</i>	\$39.80 <i>\$87,021</i>	\$41.71 <i>\$91,785</i>
1/1/03	2088	\$23.82 <i>\$51,246</i>	\$25.38 <i>\$54,028</i>	\$33.40 <i>\$51,717</i>	\$35.08 <i>\$52,500</i>	\$36.83 <i>\$73,004</i>	\$38.66 <i>\$80,722</i>	\$40.60 <i>\$89,733</i>	\$42.6 <i>\$98,071</i>
1/1/04	2088	\$24.29 <i>\$52,757</i>	\$25.89 <i>\$54,818</i>	\$34.06 <i>\$53,298</i>	\$35.78 <i>\$54,446</i>	\$37.57 <i>\$74,446</i>	\$39.43 <i>\$82,350</i>	\$41.41 <i>\$90,764</i>	\$43.41 <i>\$101,764</i>
1/1/05	2088	\$24.77 <i>\$54,268</i>	\$26.40 <i>\$55,720</i>	\$34.74 <i>\$54,713</i>	\$36.49 <i>\$55,713</i>	\$38.32 <i>\$80,912</i>	\$40.23 <i>\$84,000</i>	\$42.24 <i>\$91,997</i>	\$44.31 <i>\$102,624</i>
PATROL OFFICER									
A	B	C	D	E	G (5)	H (10)	I (15)	J (20)	K (25)
7/1/99*	2088	\$13.54 <i>\$28,272</i>	\$18.76 <i>\$39,171</i>	\$20.00 <i>\$43,760</i>	\$26.31 <i>\$54,935</i>	\$27.63 <i>\$57,691</i>	\$29.01 <i>\$60,573</i>	\$30.46 <i>\$63,600</i>	\$31.98 <i>\$66,774</i>
1/1/00 (3%)	2080	\$13.95 <i>\$29,016</i>	\$18.35 <i>\$40,166</i>	\$19.32 <i>\$42,486</i>	\$20.60 <i>\$46,368</i>	\$27.10 <i>\$56,197</i>	\$28.46 <i>\$62,150</i>	\$29.88 <i>\$65,250</i>	\$31.37 <i>\$68,515</i>
1/1/01 (3%)	2088	\$14.37 <i>\$30,005</i>	\$18.90 <i>\$41,461</i>	\$19.90 <i>\$43,785</i>	\$21.22 <i>\$46,746</i>	\$27.91 <i>\$57,199</i>	\$29.31 <i>\$64,269</i>	\$30.78 <i>\$67,463</i>	\$32.94 <i>\$70,866</i>
1/1/02 (2%)	2088	\$14.66 <i>\$31,216</i>	\$19.28 <i>\$42,071</i>	\$20.30 <i>\$47,025</i>	\$21.64 <i>\$47,747</i>	\$28.47 <i>\$57,743</i>	\$29.90 <i>\$65,241</i>	\$31.40 <i>\$68,820</i>	\$34.61 <i>\$72,266</i>
1/1/03 (2%)	2088	\$14.95 <i>\$31,897</i>	\$19.67 <i>\$42,499</i>	\$20.71 <i>\$48,025</i>	\$22.07 <i>\$49,025</i>	\$29.04 <i>\$58,025</i>	\$30.50 <i>\$66,839</i>	\$32.03 <i>\$70,199</i>	\$35.30 <i>\$77,402</i>
1/1/04 (2%)	2088	\$15.25 <i>\$32,499</i>	\$20.06 <i>\$49,499</i>	\$21.12 <i>\$50,025</i>	\$22.51 <i>\$51,025</i>	\$29.62 <i>\$57,025</i>	\$31.11 <i>\$64,958</i>	\$32.67 <i>\$68,215</i>	\$34.29 <i>\$71,198</i>
1/1/05 (2%)	2088	\$15.56 <i>\$32,499</i>	\$20.46 <i>\$49,777</i>	\$21.54 <i>\$51,025</i>	\$22.96 <i>\$51,994</i>	\$30.21 <i>\$58,025</i>	\$31.73 <i>\$66,952</i>	\$33.32 <i>\$73,938</i>	\$36.73 <i>\$80,534</i>

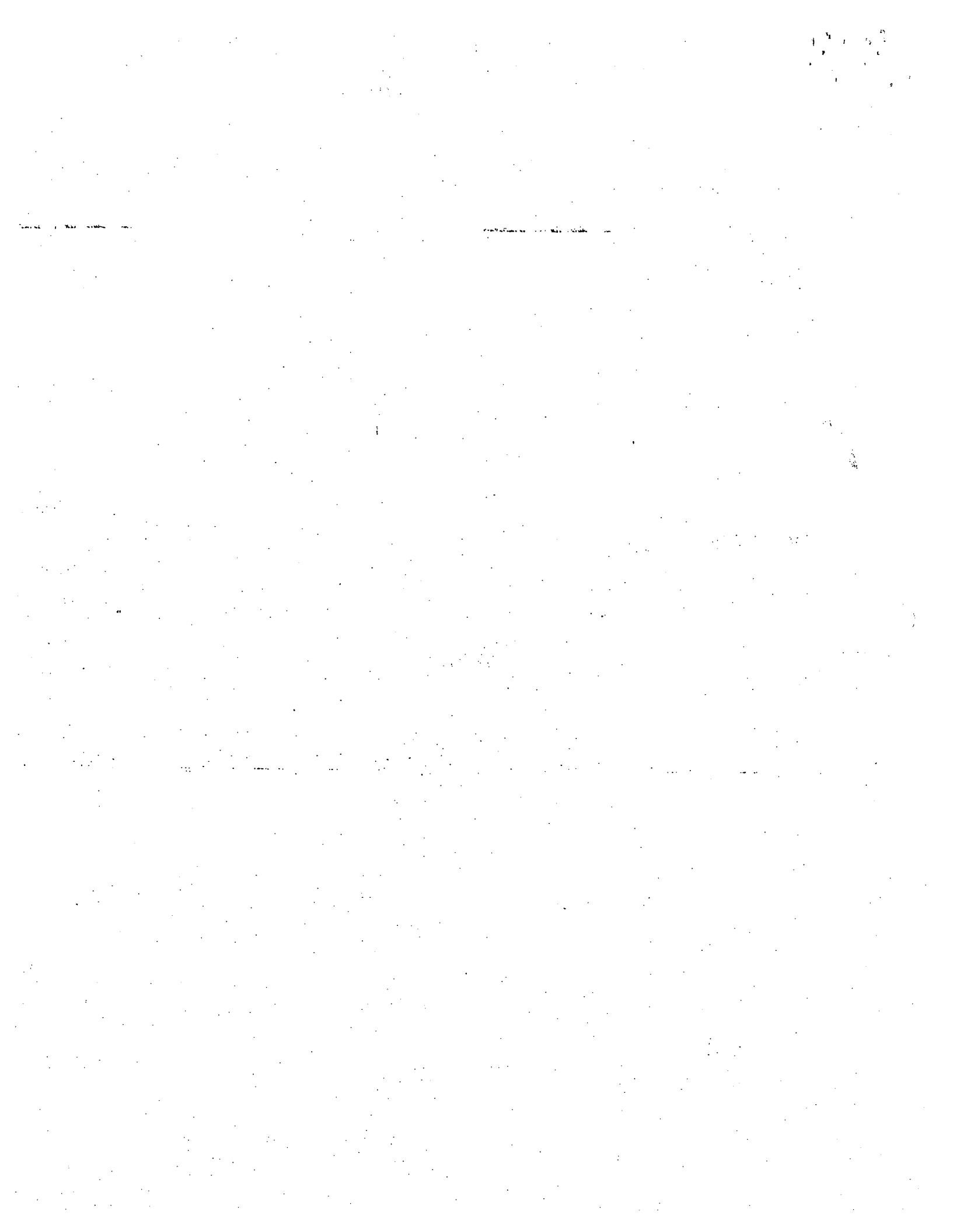
*Included from prior contract for reference.



CITY OF DEPTFORD - UNION - ARTICLE VIII - APPENDIX B
PATROL DIVISION Including ALLOWANCE FOR DETECTIVE DUTIES

						LONGEVITY					
PATROL LIEUTENANT				E	G (5)	H (10)	I (15)	J (20)	K(25)		
7/1/99*	2088			\$36.60 \$76,421	\$38.44 \$80,263	\$40.35 \$84,251	\$42.37 \$88,469	\$44.49 \$92,895	\$46.71 \$97,530		
1/1/00	2080			\$38.54 \$80,163	\$40.46 \$84,157	\$42.47 \$88,338	\$44.60 \$92,768	\$46.83 \$97,406	\$49.18 \$102,294		
1/1/01	2088			\$39.69 \$82,873	\$41.68 \$87,028	\$43.76 \$91,371	\$45.93 \$95,902	\$48.24 \$100,725	\$50.65 \$105,757		
1/1/02	2088			\$40.47 \$84,501	\$42.52 \$88,782	\$44.64 \$93,208	\$46.86 \$97,844	\$49.20 \$102,730	\$51.66 \$107,866		
7/1/02	2088			\$41.29 \$86,214	\$43.37 \$90,557	\$45.53 \$95,067	\$47.79 \$99,786	\$50.19 \$104,797	\$52.70 \$110,038		
1/1/03	2088			\$42.11 \$87,920	\$44.24 \$92,373	\$46.45 \$96,988	\$48.74 \$101,769	\$51.19 \$106,885	\$53.75 \$112,230		
7/1/03	2088			\$42.95 \$89,680	\$45.11 \$96,190	\$47.38 \$98,929	\$49.73 \$103,436	\$52.22 \$109,095	\$54.84 \$114,506		
PATROL SGT.		C	D	E	G (5)	H (10)	I (15)	J (20)	K(25)		
7/1/99*	2088	\$23.92 \$70,400	\$25.51 \$70,032	\$25.54 \$70,032	\$26.22 \$70,539	\$26.91 \$70,214	\$28.83 \$81,077	\$30.77 \$85,128	\$32.61 \$89,284		
1/1/00	2080	\$24.64 \$71,632	\$26.28 \$71,485	\$24.56 \$70,483	\$36.29 \$70,483	\$38.11 \$79,269	\$40.01 \$83,221	\$42.01 \$87,381	\$44.11 \$91,749		
1/1/01	2088	\$25.38 \$73,993	\$27.06 \$74,501	\$25.59 \$74,312	\$35.59 \$78,049	\$37.38 \$81,975	\$39.26 \$86,026	\$41.20 \$90,348	\$43.27 \$94,879		
1/1/02	2088	\$25.89 \$74,058	\$27.60 \$75,629	\$36.31 \$75,815	\$38.13 \$79,615	\$40.04 \$83,604	\$42.03 \$87,759	\$44.14 \$92,164	\$46.35 \$96,779		
7/1/02	2088	\$26.42 \$75,165	\$28.15 \$76,777	\$26.42 \$77,340	\$37.04 \$81,202	\$38.89 \$85,295	\$40.85 \$89,513	\$42.87 \$94,002	\$45.02 \$98,721		
1/1/03	2088	\$26.93 \$76,430	\$28.70 \$77,025	\$27.78 \$78,885	\$39.68 \$82,852	\$41.66 \$86,986	\$43.73 \$91,308	\$45.93 \$95,902	\$48.22 \$100,683		
7/1/03	2088	\$27.47 \$77,357	\$29.28 \$78,357	\$28.53 \$80,451	\$40.47 \$84,501	\$42.49 \$88,719	\$44.61 \$93,146	\$46.84 \$97,802	\$49.19 \$102,709		
PATROL OFFICER		A	B	C	D	E	G (5)	H (10)	I (15)	J (20)	K(25)
7/1/99*	2088	\$15.62 \$71,602	\$19.76 \$71,330	\$20.86 \$71,330	\$26.22 \$71,714	\$29.17 \$70,904	\$30.63 \$73,955	\$32.16 \$76,130	\$33.77 \$70,512	\$35.46 \$74,040	\$37.24 \$77,757
1/1/00	2080	\$15.47 \$72,928	\$20.35 \$72,724	\$21.43 \$72,724	\$22.85 \$72,724	\$30.05 \$72,304	\$31.56 \$73,649	\$33.14 \$76,931	\$34.79 \$72,365	\$36.53 \$75,982	\$38.36 \$79,789
1/1/01	2088	\$15.94 \$73,603	\$20.96 \$73,603	\$22.07 \$73,603	\$23.53 \$74,624	\$30.95 \$74,624	\$32.50 \$76,860	\$34.14 \$77,284	\$35.83 \$74,813	\$37.63 \$78,571	\$39.51 \$82,497
1/1/02	2088	\$16.26 \$73,897	\$21.38 \$74,697	\$22.51 \$75,001	\$24.00 \$75,165	\$31.57 \$75,918	\$33.16 \$76,238	\$34.82 \$77,704	\$36.55 \$76,316	\$38.38 \$80,137	\$40.30 \$84,146
7/1/02	2088	\$16.58 \$74,619	\$21.81 \$75,339	\$22.97 \$75,267	\$24.48 \$75,165	\$32.21 \$76,238	\$33.82 \$76,816	\$35.52 \$77,166	\$37.28 \$77,841	\$39.15 \$81,745	\$41.11 \$85,838
1/1/03	2088	\$16.91 \$75,104	\$22.25 \$74,438	\$23.42 \$75,901	\$24.96 \$75,291	\$32.85 \$76,581	\$34.50 \$77,026	\$36.23 \$77,648	\$38.03 \$79,407	\$39.94 \$83,395	\$41.93 \$87,550
7/1/03	2088	\$17.26 \$76,092	\$22.69 \$75,901	\$23.89 \$76,581	\$25.46 \$76,800	\$33.50 \$76,998	\$35.19 \$77,477	\$36.95 \$77,152	\$40.73 \$80,994	\$42.77 \$85,044	\$42.77 \$89,304

*Included from prior contract for reference.

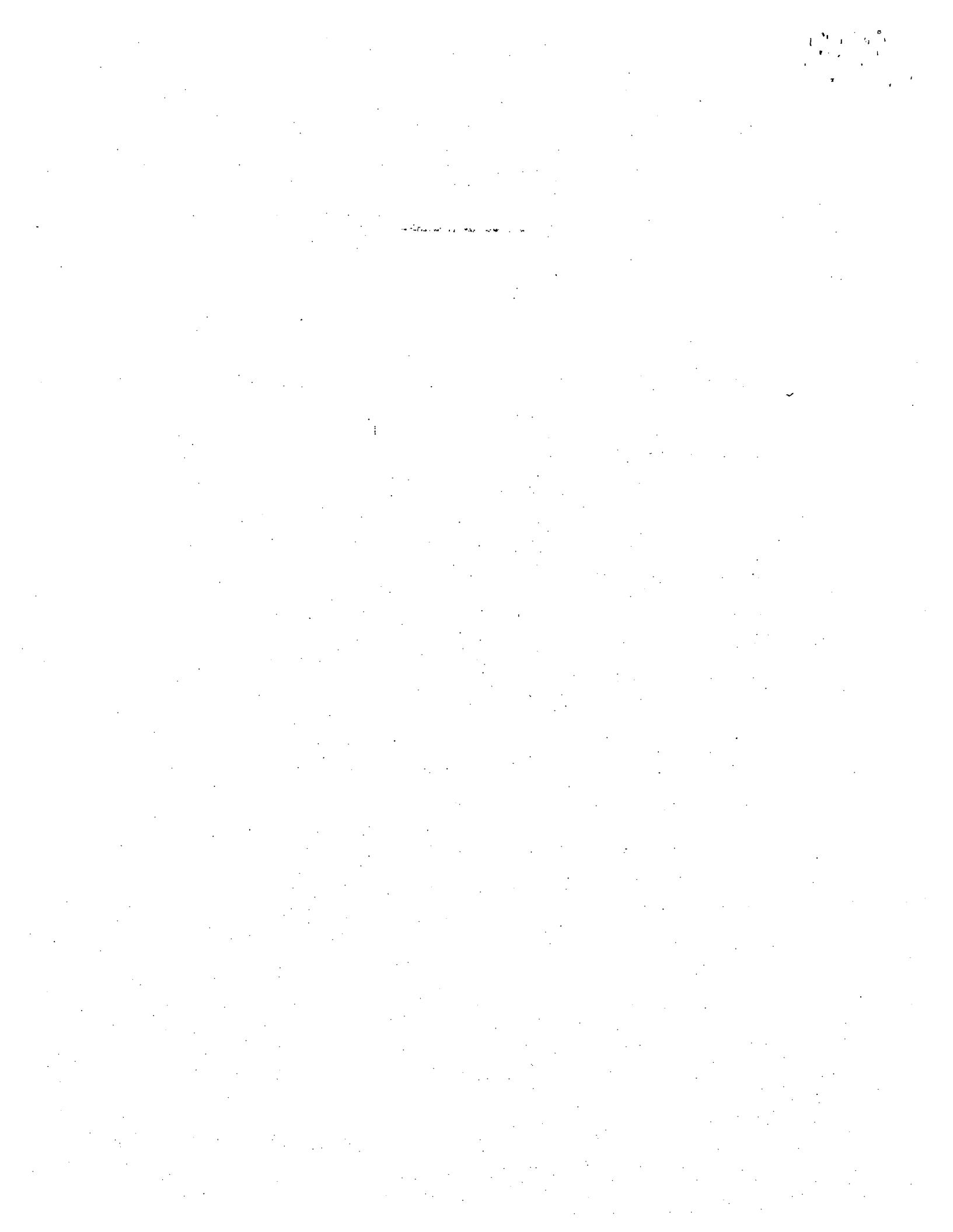


SHERIFF'S DEPUTIES ASSOCIATION
ARTICLE VIII - APPENDIX B

RELIEF

CONTRACT YEAR	A	B	C	D	E
	0-3 yrs	3-6 yrs	6-9 yrs	9-12 yrs	12+ yrs
6/1/01/99	\$13.54				
1/1/00 (3%)	\$13.95	\$14.91	\$15.97	\$17.08	\$18.27
1/1/01 (3%)	\$14.37	\$15.36	\$16.45	\$17.59	\$18.82
1/1/02 (2%)	\$14.66	\$15.67	\$16.78	\$17.94	\$19.20
7/1/02 (2%)	\$14.95	\$15.98	\$17.12	\$18.30	\$19.58
1/1/03 (2%)	\$15.25	\$16.30	\$17.46	\$18.67	\$19.97
7/1/03 (2%)	\$15.56	\$16.63	\$17.81	\$19.04	\$20.37

*Included from prior contract for reference



ARTICLE XVI - APPENDIX C

GRIEVANCE PROCEDURE

A. BASIC STANDARDS AND PRINCIPLES

1. Every employee (within the scope of this Agreement) shall have the right to present their grievance in accordance with the procedures prescribed herein, with or without a representative of their own choosing, free from interference, coercion, restraint, discrimination or reprisal.
2. It is a fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision. To such extent as is practicable, appropriate authority shall be delegated to such supervisors to enable them to carry out the purposes of this Agreement.
3. The Sheriff shall be responsible for carrying out the provisions of this Agreement with respect to grievances in his department.
4. Grievances involving more than one employee (group grievances) shall be referred to the lowest supervisory level common to all of the aggrieved. Such employees, if they so desire, shall have the right to be represented by a single representative of their own choosing.
5. The informal resolution of differences prior to initiation of action under the formal grievance procedure is encouraged and shall be the rule rather than the exception.

B. APPLICATION

1. The provisions of this procedure shall apply to any alleged violation of this Agreement.
2. Anything to the contrary notwithstanding this procedure shall not apply to matters which are reviewable under administrative procedure established by law or pursuant to rules having the force and effect of law. Consequently, such items which include but are not necessarily limited to dismissals, demotions, suspensions, position classifications, Civil Service examination and ratings thereof are not subject to review as grievances under this procedure.

C. CONSIDERATION OF GRIEVANCES

1. Employees and supervisors are expected to exhaust every administrative device to settle amicably all differences of opinion. No grievance shall be filed later than thirty (30) business days after the date on which the union became aware or should have reasonably become aware of the act or omission giving rise to the grievance. Nothing in this Section is intended to prevent the County from asserting any other affirmative defense concerning timeliness that it may have.

2. In the interest of uniform procedure and to expedite handling, an employee shall present his/her problem or grievance through regular supervisory channels in the following order:

- a. The First Stage - The Immediate Supervisor

The employee shall first request an interview with his/her immediate supervisor. The immediate supervisor shall within three (3) business days hold an informal discussion with the employee. To the extent his/her authority permits him/her, the immediate supervisor shall make every attempt to arrive at an amicable settlement of the grievance. In any event a written determination shall be made and given to the employee within three (3) business days after the informal discussion. If the supervisor is unable to resolve the grievance to the employee's satisfaction or if the matter is beyond the authority of the immediate supervisor, he/she shall advise the employee to submit his/her grievance in writing in accordance with the provisions of Section (b) herein. The grievance statement shall be as brief as practicable and constitute a statement of fact as defined in Section H.

- b. The Second Stage - The Unit, Section or Division Head

If a grievance is not satisfactorily settled at the first stage, the employee may within five (5) business days of notice from his/her immediate supervisor request a review by presenting said grievance in written form as a statement of fact to the unit, section or division head. The unit, section or division head shall meet with the employee and his/her representative, if any, within five (5) business days after the receipt of the grievance. The review shall be informal and every attempt shall be made to reach an amicable settlement. In any event, the unit, section, or division head shall within five (5) business days of the informal hearing give his/her determination in writing to the employee with copies to the department head and the employee's immediate supervisor.

- c. The Third Stage - The Sheriff

If a grievance is not satisfactorily settled at a lower stage, the employee may within five (5) business days of the date of the notice of determination at the second stage request a review by the Sheriff or a member of his staff designated by the Sheriff to act on his/her behalf. An agreed upon statement of fact may be submitted jointly by the employee and his/her supervisor, or each shall submit separate statements. The Sheriff or his designated staff member, shall meet with the employee and his/her representative, if any, within five (5) business days after receipt of the grievance. The review shall be informal, except that a written record must be maintained of the review. Such record shall constitute an adequate summary of the review and need not be a verbatim transcript.

In any event, the Sheriff shall within five (5) business days of review give his determination in writing to the employee together with a copy of the written record of the review.

d. Appeal From the Sheriff's Determination

- 1) Upon failure to resolve his/her grievance satisfactorily at the department level, the employee may appeal in writing to the Grievance Board within ten (10) days of notice of the Sheriff's determination. The appeal request shall be a statement of fact as defined in Section H and shall be filed with the Employer, the Department of Personnel and the Union.
- 2) Upon receipt of the appeal from the employee, the employer shall file with the Grievance Board all records pertaining to previous actions and determinations concerning the grievance.

D. GRIEVANCE BOARD

1. The Grievance Board shall consist of three (3) members.
 - a. One member shall be appointed by the Employer for an indefinite term to serve at their pleasure.
 - b. One member shall be appointed by the Union for an indefinite term to serve at their pleasure.
 - c. The two members so appointed shall select the third member from the community as an impartial arbitrator. If they cannot agree on the choice of the third member within two (2) business days after receipt of a grievance, a panel of five (5) names shall be requested from PERB or in the alternative from the Rockland County Bar Association. Upon receipt of the list of names, the Employer's and the Union's appointees shall select one name. If they cannot agree on one (1) of the listed arbitrators, then the Employer's appointee and the Union's appointee shall each strike out one (1) arbitrator's name from the list of five (5) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.
 - d. The duly selected arbitrator shall serve only for the period of time needed to adjudicate a specific grievance.
 - e. The duly selected arbitrator shall serve as Chairman of the Board.
 - f. If any member of the Board shall have been directly or indirectly involved in a grievance pending before the Board, they shall immediately disqualify themselves from participating in any deliberation or voting on the determination of that grievance. A new member shall be appointed to serve in their place as herein provided, until a final determination is made of the particular grievance.
 - g. A quorum of the Board shall consist of the full Board. Two concurring voters shall prevail in all matters before the Board.
 - h. The Employer shall provide a suitable place of meeting. Members of the Board, except for the Arbitrator, shall serve without pay.

- i. The fees and expenses of the arbitrator and the cost of stenographic services shall be shared equally by the Employer and the Union.
2. Scope of Authority and Power
 - a. The Grievance Board is empowered to receive, investigate, adjust and adjudicate grievances submitted to it in accordance with this procedure. The jurisdiction of the Board is limited to grievances of the employees within the negotiating unit.
 - b. The Board may conduct a hearing; take testimony of the parties and their witnesses; receive documents or other papers submitted to it; summon any and all persons considered necessary to the equitable adjustment of the grievance; and establish rules for the conduct of its proceedings and hearings not inconsistent with the provisions of this grievance procedure.
 - c. The Board shall neither add to, detract from, nor modify the language of this Agreement in arriving at the determination of any issue that is presented for determination.
 - d. The Board shall expressly confine itself to the precise issues submitted for determination and shall have no authority to determine any other issue not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching determination.
3. Procedure
 - a. The Board shall not be bound by formal rules of evidence.
 - b. The Board shall conduct a hearing within fifteen (15) business days of receipt of an appeal. It shall give at least three (3) days notice of the time and place of such hearing to the employee, the employee's representative, if any, and the Sheriff, all of whom shall be entitled to be present and to be heard at the hearing. Such hearing may be conducted by any one or more members of the Board, designated by the Board to act on its behalf; provided however, that if less than the full Board presides at such a hearing, the member or members thereof conducting such hearing shall render a report thereon to the full Board and the full Board shall thereupon make its report.
 - c. New evidence, testimony or argument, as well as any documents, exhibits or other information submitted to the Sheriff at the hearing held by him may be introduced at the hearing by the employee, by the Sheriff or upon the request of the Grievance Board.
 - d. The hearing may be adjourned from time to time by the Grievance Board if in its judgment such adjournment is necessary in order to obtain material evidence. The total of all such adjournments, however, shall not exceed ten (10) days, except that adjournments consented to by both the employee and the appointing authority shall not be counted in determining the total days of adjournments as herein limited.

- e. Within ten (10) business days after the conclusion of the hearing, the Board shall issue a written report containing a statement of the Board's finding of fact, conclusions and determinations. The Board shall send a copy of its report to the Sheriff, the aggrieved employee, his/her representative, if any, the Employer, and the Department of Personnel.
- f. The Sheriff and the employee shall comply with the decisions of the Board, except in matters requiring additional expenditure of department funds for which there is not current budgetary allotment. Such cases will be referred to the Employer for appropriate action.

E. TIME OF HEARING

All hearings as well as all discussions between an employee and his/her supervisor or appointing authority shall insofar as practicable be conducted during working hours. Employees whose attendance is required shall be allowed such time off from their regular duties as may be necessary and reasonable for hearing.

F. TIME LIMITS

Failure to comply with the time limits established for any stage of the procedure shall be deemed a withdrawal of the grievance if on the part of the employee; a determination resolved against the employee, if on the part of the immediate supervisor, unit, section or division head, or appointing authority, the employee shall then be entitled to appeal to the next stage or directly to the Grievance Board, as the case may be. Time limits may be extended by mutual consent for a period not to exceed ten (10) business days.

G. The fact that this procedure provides for three (3) stages for the resolution of a grievance before submission of a grievance to the Grievance Board, shall not bar orderly processing of a grievance in departments or offices where only one or two levels of supervision exist. Where there are fewer than three distinct levels of supervision including that of the appointing authority, then for the purposes of this procedure, a grievance shall be considered to have been properly processed when a written determination on the disposition of the grievance is given to the employee by the appointing authority. The minimum time limits shall be those established for the first and third, or third stages, respectively, as may be applicable.

H. DEFINITIONS

Appeal is the process or procedure by which an employee presents to the Board a grievance on which the employee has received a written determination from his/her appointing authority with which he/she is not satisfied.

Board means the Grievance Board created by this procedure.

County means the County of Rockland.

Employee means any person in the negotiating unit directly employed and compensated by the County of Rockland.

Immediate Supervisor means the employee or officer on the next higher level of authority in the department, institution, office or agency wherein the grievance exists

and who normally assigns and reviews the employee's work, approves his/her time record or evaluates his/her work performance by or with the designation of the Sheriff.

Representative means the agent selected by the employee or a group of employees in the case of group grievances, to act in his/her or their behalf in the processing of a grievance.

Stage means a step of the procedure involving contact between the employee and a representative of management as a result of which a decision on the grievance is made.

A stage is considered to have been completed when a written determination is given to the aggrieved employee.

Statement of Fact means a written summary of the alleged grievance and shall be in the following form:

1. The name, home address, title and work location of the aggrieved;
2. The name, title, and location of the appointing authority;
3. A recital of the circumstances or conditions alleged to constitute the grievance;
4. The specific remedy or relief sought;
5. A summary of actions taken and of determinations made at previous stages with respect to said grievance.

Unit, Section or Division Head means the employee or officer on a higher level of authority in direct line next above the immediate supervisor and below the level of the Sheriff unless otherwise designated by the Sheriff.

APPENDIX D: ROCKLAND COUNTY DRUG AND ALCOHOL POLICY

I. POLICY

The use of controlled substances (which includes the abuse of prescription medications or their use in circumstances which impair the employee's ability to perform his/her job) or being under the influence of alcohol during work hours is inconsistent with the County's goal of providing a safe and productive workplace for all of its employees. Employers with successful drug and alcohol free workplace programs report a decrease in absenteeism, accidents, downtime, turnover, and theft, and increases in productivity and overall morale. The County has therefore established this policy in order to ensure that all employees are aware of the County's prohibition of alcohol and drug use during work hours and the consequences of such behavior.

This policy applies to all Bargaining Unit members subject to their collective bargaining rights, except those employees covered by the Omnibus Transportation Employee Testing Act of 1991[personnel performing safety sensitive functions for the County or those who drive command vehicles requiring a commercial drivers license (C.D.L.)].

II. PROHIBITIONS

A. Performance of work functions is prohibited under the following conditions:

1. Reporting for duty, or remaining on duty, with a breath alcohol concentration of 0.02%, or greater, as indicated by an alcohol breath test;
2. When the employee uses, or has used, any controlled substance, as indicated by a controlled substance test. The only exception is when such use is under physician's order and does not impair the employee's ability to perform his/her job duties;
3. Using or possessing alcohol or any controlled substance while on duty except where such use or possession of a controlled substance is pursuant to a physician's prescription and does not impair the employee's ability to perform his/her job duties;
4. Reporting to work within four hours after using alcohol;
5. A supervisor, trained in indications of prohibited alcohol or drug use, has a "reasonable suspicion" to believe the employee has engaged in prohibited alcohol or controlled substance use;
6. Employee refuses to take a required alcohol or drug test;
7. Employee fails to adhere to the terms of any Rehabilitation Agreement which the employee has signed.

III. REQUIRED DRUG AND ALCOHOL TESTING

- A. Pre-employment: This program does not impair or address the ability of the County to conduct drug and alcohol testing of potential employees prior to their employment.
- B. Post Accident: Drug and alcohol tests will be conducted under the following conditions following an accident which occurs either while the employee is on the job or while an employee is in the custody of a County vehicle which is involved in such an accident:
 - 1. where the accident involves a fatality; or
 - 2. the employee has received a citation for a moving traffic violation in connection with the accident; or
 - 3. bodily injury occurred to any person who, as a result of the injury, receives medical treatment; or
 - 4. when a supervisor so directs, and one or more motor vehicles involved in the accident incurred disabling damage and must be transported away from the accident scene by a tow truck or other vehicle.
- C. Reasonable Suspicion: Reasonable suspicion is the criterion established by the Courts as the basis for the action by an employer when an employee is suspected of illegally using drugs or abuse of alcohol either on or off duty. Reasonable suspicion need not rise to the level of the standard of probable cause, but must be substantially more than a hunch. There must be good cause for the suspicion and there must be reasons set forth in writing and provided to the employees, at the time such testing is directed, including the factual basis for the directive.
 - 1. Reasonable suspicion shall be based upon, among other things:
 - (a) observable phenomena, such as direct observation of illegally using or possession of drugs and/or physical symptoms of being under the influence of alcohol or of a drug, controlled substance or marijuana;
 - (b) abnormal conduct or appearance or erratic behavior, and/or deterioration of work performance;
 - (c) arrest or conviction for a drug or alcohol related offense or the identification of an employee as the focus of a criminal investigation into illegal drug use or trafficking;
 - (d) association with person(s) using or trafficking in illegal drugs;

- (e) information provided either by reliable and credible sources or from other sources, independently corroborated;
 - (f) evidence that the employee has tampered with a previously administered drug or alcohol test and/or has made false or misleading statements to County personnel regarding illegal use of a controlled substance or alcohol.
2. "Reasonable suspicion" testing shall be conducted when a trained supervisor observes behavior, speech, odor or appearance that are characteristic of controlled substance misuse and/or alcohol use and, therefore, has a "reasonable suspicion." "Reasonable suspicion" shall include direct observation of use of alcohol or a controlled substance while on duty, or such time prior to reporting for duty that there is a reasonable belief that the employee has reported for duty in violation of this policy.
 3. "Reasonable suspicion" may also be based on information provided by a reliable and credible source that the employee has used alcohol or a controlled substance while on duty, or at such time prior to reporting for duty, in such a manner or on such a basis that there is a reasonable basis to believe that the employee is reporting for work or working in violation of this policy.
 4. The determination as to whether there is "reasonable suspicion" is to be made by the trained supervisor. Such supervisor shall set forth his/her observations in writing, on the form attached hereto or similar form, including a specific statement as to what conduct has been observed or what information was provided and by whom and whether the source was reliable. Such "reasonable suspicion" that the employee has violated this policy shall be confirmed in writing by another trained supervisor. Although confirmation is required whenever possible, such confirmation shall not be required where exigent circumstances exist. The supervisor initially observing the employee, or the supervisor providing confirmation, need not necessarily be assigned to the same unit as the employee, provided such supervisor has been trained as provided herein.
 5. Belief that the employee has violated this policy must be based upon specific observations. "Reasonable suspicion" drug tests may be given up to twenty-four hours after the initial observation. However, all efforts should be made to have the test taken as soon as reasonably possible following the initial observation. If the initial observation is made at the end of an employee's shift, the employee may be required to remain so that he/she may be confirmed and tested.

6. Elements of "Reasonable Suspicion" Testing:

Observations of Employee's Physical Condition (EXAMPLES ONLY)

- (a) slurred speech;
- (b) confusion/disorientation;
- (c) odor of alcohol or marijuana on breath or person;
- (d) unsteady gait or lack of balance;
- (e) glassy eyes;
- (f) rapid/continuous eye movement or inability to focus;
- (g) drowsiness;
- (h) inattentiveness;
- (i) apparent intoxicated behavior (without the odor of alcohol or marijuana);
- (j) physical injury to self or others;
- (k) tremors or bodily shaking;
- (l) poor coordination;
- (m) runny nose;
- (n) very large or small pupils;
- (o) slow or inappropriate reactions;
- (p) other physical manifestations.

Observations of Employee's Behaviors (EXAMPLES ONLY)

- (a) inability to respond to question, or to respond correctly;
- (b) complaints of racing or irregular heart beat;
- (c) marked irritability;
- (d) aggressiveness (attempts at physical contact);
- (e) inappropriate laughter, crying, etc.;
- (f) sleeping on the job;
- (g) fainting or repeated loss of consciousness;
- (h) improper job performance and/or violation of work rules;

General Job Performance (EXAMPLES ONLY)

- (a) excessive unauthorized absences in last 12 months;
- (b) excessive use of sick leave in last 12 months;
- (c) frequent Monday/Friday absence, or other pattern;
- (d) frequent unexplained disappearances;
- (e) excessive "extension" of breaks or lunch;
- (f) frequently leaving work early;
- (g) ignoring established procedures.

7. Belief that the employee has violated controlled substances prohibitions must be based upon specific observations. "Reasonable suspicion" alcohol tests must be given within two (2) hours of the initial observation. "Reasonable suspicion"

drug tests may be given up to twenty-four (24) hours after the initial observation. However, all efforts should be made to have the test taken as soon as reasonably possible following the initial observation. If the initial observation is made at the end of an employee's shift, the employee may be required to remain so that he/she may be confirmed and tested. The supervisor who makes the determination of "reasonable suspicion" shall not administer the test unless no reasonable alternative exists.

8. In those cases where the supervisor determines that the person's behavior causes a potential threat of harm to himself/herself or others, the employee will be immediately removed from the work site. If necessary, the appropriate authorities should be contacted to assist in obtaining assistance for the employee.
9. Once a determination has been made to refer an employee for testing, it will be the responsibility of the supervisor to advise the employee of such decision and to escort the employee to a collection facility. When the supervisor is arranging for the escort of the employee to the collection facility, the County will provide the supervisor with any assistance necessary in the circumstances to protect the health and safety of all parties. The supervisor should remain with the employee until testing is concluded. In the event that leaving the scene and/or remaining with the employee is not feasible, the supervisor will arrange transportation to the collection facility (the employee will be instructed not to drive a vehicle), will notify the collection facility that the employee is being sent for testing, will request that the collection facility notify the supervisor when collection procedures are completed, will request that the collection facility arrange for the employee to be transported home following the collection process, and will notify the employee that he/she is not to return to work pending receipt of the test results by the County. At any point in this process the employee may request to be accompanied by his/her union representative.

- D. Random Testing: All employees, upon notification that they are being scheduled for Random Drug and Alcohol Testing, will appear as required at the location specified for testing. Such tests will be unannounced and performed once per quarter throughout the year. Random Drug and Alcohol tests shall be given at any time during an employee's shift. The procedure for random selection shall be determined by the independent agency administering the tests based upon a list of employees, identified by social security number consisting of ten percent (10%) of the unit plus two (2) alternates. That list shall be forwarded to the agency by email, copy to the Union President, and the agency shall identify the employees to be tested by return email.

V. TESTING PROCEDURES

A. Alcohol

1. Alcohol testing will be conducted utilizing an evidential breath testing ("EBT") device approved by the National Highway Traffic Safety Administration. The employee and the Breath Alcohol Technician ("BAT") conducting the test must complete the alcohol testing form to ensure that the results are properly recorded. Failure of the employee to sign the testing form shall constitute a refusal to take the test.
2. Two (2) breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02 % alcohol concentration is considered a "negative" test.
3. If the alcohol concentration is 0.02% or greater, a second or confirmation test must be conducted. The confirmation test must be conducted using an "EBT" that prints out the results, date and time, a sequential test number, and the name and serial number of the "EBT," to ensure the reliability of the results.

B. Controlled Substances

1. The employee must provide a urine specimen that will be analyzed by a certified laboratory for the presence of the following controlled substances in the indicated amounts:

Substance	Initial	Confirmatory
Marijuana	50 ng/ml	15 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Amphetamines	1000 ng/ml	500 ng/ml amphetamine and methamphetamine
Opiates	2000 ng/ml	2000 ng/ml morphine and codeine 10 ng/ml 6 acetylmorphine

Once a specimen is provided in a location that affords privacy, (employee and a laboratory observer of the same sex) specimens will be sealed and labeled to ensure an appropriate chain of custody, proper identification and integrity of the specimen.

2. The employee must provide at least forty-five (45) milliliters of urine. Failure to provide an adequate sample is considered a refusal to submit, and the employee is considered to have engaged in prohibited actions, pursuant to the rules. If the employee is unable to provide the minimum amount of urine, the collection site person shall have the employee consume up

to forty (40) ounces of fluid and provide a sample within three (3) hours. If, at this time, the employee is still unable to provide a specimen, the employee will be sent for a medical evaluation to determine if there is any legitimate reason for the employee's failure to provide a specimen, or there is a refusal to submit an adequate specimen.

3. Visual observation of urination shall not be required, except in cases where a previous diluted or adulterated sample has been detected. The observer shall be of the same gender as the employee.
4. Each urine specimen shall be collected in two vials, one "primary" and one "split."
5. If the primary specimen confirms the presence of one or more of the drugs hereinbefore set forth, or if the primary specimen indicates the presence of adulterants or dilution (as determined by the laboratory), the employee shall have seventy-two hours to request that the "split" specimen be sent to another certified laboratory for analysis. (Note: The employee must be removed from duties at this time.) If the "split" specimen has a drug positive result, the employee shall reimburse the employer for the cost of analysis of the "split" specimen.
6. If the screening test for the "primary" specimen has a drug positive result, a confirmation test will then be performed for each drug identified in the "primary" specimen, using gas chromatography/mass spectrometry (GC/MS) analysis.
7. All drug test results from both the "primary" specimen and, if requested, the "split" specimen, will be reviewed and interpreted by a physician (also called a "Medical Review Officer") before they are reported to the employer.
8. If the laboratory reports a positive result to the Medical Review Officer ("MRO"), the MRO shall interview the employee to determine if there is an alternative medical explanation for the drug found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that it is legitimate medical use of a controlled substance, the drug test result is reported as negative.
9. If, for any valid reason the MRO is unable to contact the employee or if the employee expressly declines to discuss the test, then, after making reasonable efforts to contact the employee, the MRO shall report a positive result.
10. Upon written request the MRO shall provide a copy of any positive result and supporting documentation to the employee.

11. The County's use of any tests performed pursuant to this policy shall be limited to determining the employee's conformance to this policy.

V. TEST REFUSAL

- A. Any refusal to undergo any of the alcohol tests outlined above shall be regarded as a positive test with a result of 0.02%, or greater. Any refusal to undergo any of the tests for controlled substances outlined above will be accorded the equivalence of a positive test. An employee shall be deemed to have refused where the employee:
 1. Refuses or fails to provide adequate breath for testing without medical explanation after the employee has received notice of the requirement of breath testing; or
 2. Refuses or fails to provide adequate urine for controlled substance testing, without a valid medical explanation, after the employee has received notice of the requirement for urine testing; or
 3. Engages in conduct that obstructs, delays or frustrates the testing process, including but not limited to the submission of an adulterated or dilute sample, or failing to appear for testing within sixty (60) minutes of being directed to undergo a test. An employee is expected to report, without delay, for testing as instructed.
- B. An employee will be disciplined for refusal to take a test required herein, subject to said employee's rights to contest such action under applicable Civil Service or other laws, or under the procedures set forth in an applicable Collective Bargaining Agreement. The parties agree that an appropriate penalty for refusal in all cases is discharge.
- C. An employee on a previously scheduled approved leave, including but not limited to vacation or sick leave or a scheduled day off, shall not be required to undergo a Drug or Alcohol test if his or her name is randomly selected during that period. In such an event, the alternate(s) shall be tested in the place of the employee on leave.

VI. CONSEQUENCES OF POSITIVE TEST RESULTS

- A. If the confirmation test results indicate an alcohol concentration equal to, or greater than, 0.02%, or if the employee has engaged in the prohibited use of a controlled substance as defined herein, the employee will be removed from all duties and may be subject to discipline. No return to duty will be permitted until the employee has been evaluated by a substance abuse professional ("SAP") chosen by the County, has complied with any treatment recommendations, and has been cleared for return to duty by the "SAP." Thereafter, a "return to duty" alcohol or drug test must be performed with satisfactory results. A satisfactory result will be less than 0.02% blood

alcohol concentration, and/or one that is verified as negative for all controlled substances.

- B. An employee who is referred by the SAP for treatment will be required to sign a Rehabilitation Agreement and a release permitting the County to obtain the employee's treatment records. The employee will be expected to comply with all treatment recommendations set forth in the Rehabilitation Agreement as a condition of further employment. Failure to follow treatment recommendations will result in the employee's termination upon the successful establishment of a disciplinary charge consistent with an applicable Collective Bargaining Agreement.
- C. During the period of treatment, the employee will be eligible to utilize his or her accumulated sick, personal, holiday and vacation leave. Thereafter, the employee shall not otherwise be compensated during the period of said employee's absence. Employees who test positive will be allowed one opportunity for treatment and counseling.
- D. Once the individual returns to duty, unannounced follow-up tests shall be conducted at such frequency and for such duration of time as the "SAP" recommends. All follow-up tests shall be given at any time during an employee's shift, or no more than thirty (30) minutes before, or thirty (30) minutes after an employee's shift. A positive test following the employee's return to work will result in the employee's termination upon the successful establishment of a disciplinary charge consistent with the Collective Bargaining Agreement, if applicable. The employee shall bear the cost of all follow-up tests. The employer shall bear the cost of the SAP and of any compliance monitoring (monitoring the employee's following of the treatment recommendations set forth in the Rehabilitation Plan).
- E. An employee who has a positive test may be subject to disciplinary action separate and apart from the employee's removal from duty. The County may, at its discretion, suspend any disciplinary action while an employee is undergoing inpatient substance abuse treatment. The suspended disciplinary action will remain pending during treatment and for a period after completion of the treatment as determined by the SAP. At the end of the suspension period, the disciplinary action may be continued or withdrawn.
- F. The employer is not required, and will not provide, rehabilitation pay for treatment or counseling aside from that set forth in such employee's medical insurance program.

VII. PROCEDURE FOR HANDLING OF CONTROLLED SUBSTANCES AND PARAPHERNALIA

- A. In those cases where a supervisor discovers an employee who possesses what appears to be a controlled substance, illegally-used drug or alcohol, he/she will proceed as described above for instances where "reasonable suspicion" exists, and, if the substance in question

appears to be a controlled substance or illegally-used drug, will in addition perform the following steps:

1. Immediately confiscate the substance and all equipment or paraphernalia directly employed with the substance. Wrap them in any available clean material (e.g. paper towel, copier paper, handkerchief). The supervisor will keep the package on his/her person or where he/she can be absolutely sure it cannot be tampered with.
2. As soon as the supervisor can, he/she will put the wrapped materials, still in the wrapping, into a large envelope and seal the envelope completely. The supervisor's initials will be written over the seam of the envelope in several places.
3. The supervisor will write the employee's name, his/her own name, and the date at the top of the envelope, will promptly notify the Rockland County Sheriff's Department of their actions, and will turn the envelope over as soon as possible to County law enforcement officials. The supervisor will witness the signing and dating of the envelope by the person to whom he/she turns it over.
4. All persons who subsequently and for whatever reason have possession of the envelope will sign and date it in the presence of the previous supervisor.

VIII. VOLUNTARY TREATMENT

- A. Where a permanently appointed employee, on his/her own behalf, or someone on his/her behalf, voluntarily informs his/her Department Head that he/she is experiencing problems with alcohol or drug use, who has not previously been the subject of a disciplinary penalty, following applicable due process procedures, if any, for alcohol or drug use and has not been involved in any conduct or occurrence which would require the employee to be tested pursuant to this policy, that employee will be afforded the opportunity to participate in an alcohol or drug rehabilitation program, rather than being subjected to disciplinary action. Enrollment in an alcohol or drug program in lieu of disciplinary action shall only be available where the employee has never previously tested positive for drug or alcohol use while employed by the County.
- B. An unpaid leave of absence for treatment on an inpatient or outpatient basis will be granted for a period not to exceed sixty (60) days. The Department Head, may approve an additional leave of thirty (30) days. The employee may use accumulated sick time, vacation time, holidays and other accrued leave time. The terms of the policy relative to said absences are not meant to affect or diminish those rights an employer or an employee would otherwise be entitled to pursuant to Civil Service Law.

- C. An employee who chooses to participate in an outpatient program and who does not wish to take a leave of absence, may, at the discretion of the Department Head, for a defined, temporary period, continue with his/her duties either on regular assignment, reassignment or limited duty as deemed appropriate by the Department Head at his/her sole discretion. Nothing herein shall be deemed to create a right on the part of an employee to limited, reassigned or light duty. Such reassignment, light or limited duty shall only be provided if the Department Head deems it available within the Department. Reassignment, light or limited duty may not be assigned without consultation with the Department of Law.
- D. Return to work after completion of the program may only occur upon certification from the program that the employee has satisfactorily participated in the program, that the program recommends return to regular assignment and that there is proof of no alcohol or drug use for a period of two (2) weeks prior to return to work. Upon return to work, the employee is subject to random drug/alcohol tests pursuant to the recommendation of the SAP. The final decision as to whether to permit an employee to return to work shall be made by the Department Head within two (2) weeks after receipt of the information from the program. In the event the Department Head determines not to permit the employee to return to work, any action taken by the County to implement this determination must be in accordance with any rights the employee has pursuant to New York State Civil Service Law and/or the applicable Collective Bargaining Agreement.
- E. Any employee who voluntarily chooses to participate in a program but fails to successfully complete the program or be recommended for return to work by the program or the Department Head, shall be subject to other appropriate action, including disciplinary action and/or action pursuant to Civil Service Law Section 75. Before any such action is taken or commenced, there shall be a meeting with the employee, a Union Representative and the Department Head or his/her designee to discuss the employee's failure to complete the program.

IX. CONFIDENTIALITY AND MAINTENANCE OF RECORDS

- A. All employee testing records are confidential and test results will only be released to the appointing authority, the County Attorney and the substance abuse professional (SAP). Any other release of information will only be allowed with the employee's consent.
- B. Records shall be maintained by the employer in accordance with the following time frames:
 - One Year: negative and cancelled drug tests; negative breath tests;
 - Two Years: training records; records relating to the breath and urine collection process;

- 180-2
- Five Years: positive drug and alcohol test, including B.A.C. results of 0.02% or higher; documented refusals to test; records of equipment calibration; records relating to employee referrals to a SAP and any of their evaluations; copies of annual testing summaries.
- C. Any employee who is the subject of a drug test conducted under this policy shall, upon written request, have access to any records relating to his or her drug test and any records relating to the results of any relevant certification, review, and/or revocation-of-certification proceedings.

X. TRAINING

- A. Supervisors and other persons designated to determine whether "reasonable suspicion" exists to require an employee to undergo "reasonable suspicion testing" must receive at least one (1) hour of training on alcohol misuse, and at least one (1) additional hour of training on controlled substance use, which they will use in making their determination. New Supervisors shall receive such training within six (6) months of their appointment.

XI. NOTIFICATIONS

- A. Every employee shall receive information about the signs, symptoms, and effects of alcohol misuse and controlled substance use, as well as a copy of the County's Policy and Procedures, the consequences of testing positive and whom to contact with the County to seek further information and/or assistance. Each employee shall be required to acknowledge in writing their receipt of this Alcohol and Drug Testing Policy and Procedure for Employees.

XII. MISCELLANEOUS

- A. An employee shall be paid for all time pertaining to an alcohol and/or drug test required pursuant to this Policy, including travel time to and from the test site. Such time shall be considered as time worked for the purposes of computing overtime and employee benefits.
- B. When a decision is made to test based upon "reasonable suspicion," the employee shall be advised that the employee may consult with legal counsel or a union representative. However, such consultation shall not unreasonably delay the testing process.
- C. The failure to contact an attorney and/or union representative shall not constitute grounds for an employee to refuse any alcohol or drug tests which may be required pursuant to the policy.
- D. Employees on standby, or on call, are subject to the same alcohol and drug prohibitions set forth herein for employees on duty.

- E. The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, social worker or addiction counselor certified by the National Association of Alcoholism and/or Drug Abuse Counselors Certification Commission.
- F. The employer shall make available its Employee Assistance Program, which is capable of evaluating and resolving problems associated with the misuse of alcohol and controlled substances, for as long as an individual continues to be an employee.
- G. Any costs to the employee not covered by medical insurance of the substance abuse professional shall be borne by the employer except as otherwise set forth herein.
- H. If, as the result of a refusal or a positive test, the employer believes that just cause for discipline exists, then corrective discipline may be sought.
- I. In cases of a positive test where the employer believes that just cause exists for discipline, the employee shall be served with a written notice of charges, as specified in the Collective Bargaining Agreement, but without any specific reference to a positive alcohol or drug test. Notwithstanding this requirement, the employer shall not be prohibited from disclosing the results of a positive alcohol or drug test to a decision-maker in support of any disciplinary charge alleging a violation of this Alcohol and Drug Policy.
- J. In the case of a willful refusal to take a required alcohol or drug test, or in the case of a positive follow-up test after the employee has returned to work, or in the case of an employee's failure to comply with treatment recommendations set forth in a signed Rehabilitation Plan, the employee shall be subject to discipline in accordance with the disciplinary procedures of the collective bargaining agreement or New York State law, whichever is applicable.
- K. In the event that any portion of this Policy shall be found to be invalid by decision of a tribunal of competent jurisdiction, then such specific portions specified in such decision shall be of no force and effect. Upon the issuance of such a decision, then either party shall have the right to reopen negotiations with respect to a substitute for such portion of this Memorandum of Agreement involved.
- L. Should any portion of the Policy be in conflict with the Collective Bargaining Agreement, then the applicable clause in the Policy shall be deemed superior to and shall supersede any other applicable part of the Collective Bargaining Agreement with which it conflicts.
- M. The employer shall have the right to contract with an Alcohol and Drug Compliance Service to implement and administer the Alcohol and Drug Testing Policy.

XII. FORMS

- A. Acknowledgment of Receipt of Copy of Rockland County's Drug and Alcohol Policy
- B. Rehabilitation Agreement
- C. Substance Abuse Consent and Information Release Form
- D. Urinalysis Information
- E. Behavioral Checklist for Possible Substance Abuse Problems

FORM A

**ACKNOWLEDGMENT OF RECEIPT OF COPY OF
ROCKLAND COUNTY'S DRUG AND ALCOHOL POLICY**

I, _____, hereby acknowledge that I have been given a copy of Rockland County's Drug and Alcohol Policy, and that my rights and responsibilities with respect to it were explained.

Signature of Employee/Volunteer

Dated: _____

FORM B

REHABILITATION AGREEMENT

DATE _____

NAME _____

DEPARTMENT _____

Dear _____,

On _____, 20_____, Rockland County agreed to your request to seek counseling and referral by the Employee Assistance Program to a Rehabilitation Program for alcohol and/or drug abuse. The following conditions apply to your Rehabilitation Program:

1. You must authorize your treatment provider to provide to the County's EAP proof of enrollment in a Rehabilitation Program and proof of attendance at all required sessions on a monthly basis. Your attendance will be monitored closely and the County will institute appropriate disciplinary action if you do not regularly attend all sessions.
2. If you are absent from work during the rehabilitation period without prior authorization, you must promptly submit a written doctor's certificate explaining the reason for such absence. The County will take disciplinary action if you are absent as a result of alcohol or drug use.
3. You will pay for all costs of rehabilitation that are not covered under the County's medical plan.
4. Following the completion of your Rehabilitation Program, the County will test you for alcohol and/or drug use on a basis to be determined by your Substance Abuse Professional (SAP). The County will take prompt disciplinary action if you refuse to submit to testing or if you test positive following your treatment.
5. You must comply with all of the SAP's recommendations for rehabilitation and follow-up treatment during your employment with the County. Your failure to do so will result in prompt disciplinary action.
6. You must meet all established standards of conduct and job performance. The County will institute appropriate disciplinary action if your on-the-job conduct or job performance is unsatisfactory.

By your signature, you agree to accept the above terms as conditions of your continued employment with the County of Rockland:

Signature

Date

FORM C

**SUBSTANCE ABUSE CONSENT
AND
INFORMATION RELEASE FORM**

I understand that Rockland County's Drug and Alcohol Policy requires that I provide a breath, hair, urine and/or blood sample for drug and/or alcohol testing. I hereby consent to such testing. I further authorize the testing laboratory to release my test results and related medical information to management officials and/or any outside reviewing agent chosen by Rockland County.

Employee

Witness

Date

Date

NOTE: The above information will be gathered by the drug testing laboratory at the time the sample is collected and will be used only for the purposes set forth in the Policy.

FORM D

URINALYSIS INFORMATION

Notice

Pursuant to its written policy, Rockland County (the County) has directed you to provide a urine specimen for alcohol and/or drug testing. To ensure you are treated fairly and with dignity, the following safeguards have been adopted:

1. Prior Use of Legal Drugs

After testing, the County will afford applicants and employees the opportunity to list all prescription and non-prescription drugs they have used in the last thirty (30) days, and to provide medical documentation that same were taken pursuant to the directions of a physician's prescription and to explain the circumstances surrounding their use.

2. Providing the Urine Specimen

You are required to provide at least forty-five (45) milliliters of urine. If at first you are unable to do so, collection personnel will give you eight (8) ounces of liquid every thirty (30) minutes until you are able to do so. You may provide your urine specimen in private. Neither the employer nor the collection site personnel shall be required to observe the giving of a sample unless the employee has previously tampered with a test or the county has reason to suspect that the employee will tamper with the test or the employee has previously tested positive.

3. Accuracy of Test Results

The County has taken precautions to assure your test results are accurate. Those persons administering the test have been fully trained in their use. The County has retained the services of a laboratory that uses accepted testing procedures. The laboratory uses two (2) separate tests. If the first test produces a positive result, the laboratory will administer a second, more sophisticated test. This second test measures the exact molecules of each drug; every drug has a different molecular structure, just as each person has a different fingerprint. Only if the second test is also positive does the laboratory report a positive test result. Both the scientific and medical community agree that this combination of tests used by the laboratory produces extremely accurate results.

FORM E

REASONABLE SUSPICION OBSERVED BEHAVIOR DOCUMENTATION

(Use back of form, if necessary, to complete any portion.)

Employee Name: _____ Department: _____
Date: _____ Time: _____

Description of Events:

Description of Observed Behavior In All Appropriate Areas:

1. Speech:

2. Odor:

3. Balance:

4. Walking:

5. Standing:

6. Eyes:

7. Face:

8. Demeanor:

9. Awareness:

10. Other:

Witnessed By:

Date/Time: _____

Date/Time: _____

MRO Contact: _____
Date/Time: _____

MRO Comments:

INDEX

<u>Subject</u>	<u>Page No.</u>
Accrual Report	21
Administration of the Wage Plan	5, 25
Adverse Material	22
Affirmation Not to Strike	1
Agency Shop Fee.....	5
Alcohol and Drug Policy.....	23, 42-61
Allocation of Titles.....	25
Anniversary Date (Definition).....	19
Annual Increments	28
Arbitrator Expenses	39
Arbitrator Selection	38
Basic Work Period	7-8
Bereavement Leave.....	17
Bids for Shifts	7
Bulletin Board	20
Call-in Pay.....	8
Chart Days	7,8
Child Care/Maternity Leave.....	17
Civil Service Examination Leave	15
Compensatory Time.....	9
Continuous Service (Definition)	19
Continuous Service.....	10, 20, 28
Court Attendance	15
Deductions	4-5
Deferred Compensation.....	5
Definitions.....	19-20
Definitions (Grievance Procedure)	40-41
Demotion	26
Dental Insurance.....	18
Detective Duties.....	27
Disciplinary Procedure.....	22
District Attorney's Task Force.....	8
Drug and Alcohol Policy.....	23, 42-61
Dues Deduction.....	4-5
Educational Leave	15
Effective Date of Agreement	23
Employee (Definition)	19, 40
Extended Sick Leave	14
Family Sick Leave	12
General Provisions	20-22
Grievance (Definition)	19
Grievance Board.....	38-40
Grievance Procedure	19, 36-41

INDEX

<u>Subject</u>	<u>Page No.</u>
Health Insurance.....	17-18
Lag for New Hires	18
New Hire Contribution	17-18
Holidays.....	9
Hours of Work.....	7-8
Increments.....	28-29
Inspector Assignment	1
Jury Duty	15
Leave (Definition)	19
Leave Credits	7,9-17, 20,21
Leave of Absence with Pay	8, 9-17
Leave of Absence without Pay	7, 9, 17
Legislative Approval	23
Less-Than-Full-Time	2,7,9,19
Longevity Increments	29
Maternity/Child Care Leave.....	17
Meal Allowance	21
Medical Insurance	17-18
Lag for New Hires	18
New Hire Contribution	17-18
Membership Dues.....	4
Mileage Allowance	21
Military Leave	15
Negotiating Committee	3,4
Negotiating Unit.....	1
No Strike Pledge	1
Optical Plan	18
Out Of Title	27-28,29
Overtime.....	7, 8, 21
Parties to Agreement	1
Paycheck Distribution	21
Personal Leave.....	14-15
Personnel File	22-23
Plainclothes Assignment	27
Preparatory Time	7
Promotion (Definition)	19-20
Promotion	26,27,29
Rank Differential	6,26,27-28
Reappointment	26-27
Reclassification	25
Recognition	1
Reinstatement	28
Representative (Definition)	41

INDEX

<u>Subject</u>	<u>Page No.</u>
Responsibility of Employer.....	2-3
Responsibility of Employees & the Union	3-4
Retirement	19
Retroactivity	23
Salary Schedules.....	30-35
Scope of Agreement	2
Section 75.....	22
Seniority (Definition)	20
Seniority	7,11
Separation	11,12,15
Shift Differential.....	6-7
Sick Leave.....	12-13
Sick Leave Bank.....	13-14
Snow Emergency.....	9
Stand By Time	8
Transfers.....	11,13,15
Tuition Reimbursement	21-22
Uniforms	20
Union Activities	3,4
Union Representatives	3-4,36
Unit Definition	1
Vacation.....	10-12
Vehicles	21
Vision Plan	18
Wage Continuation Plan	16-17
Workers Compensation (Wage Continuation Plan)	16-17

