



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: **Schoharie, County of and Schoharie County Correction Officers, Council 82, AFSCME, AFL-CIO, Local 452 (2005)**

Employer Name: **Schoharie, County of**

Union: **Schoharie County Correction Officers, Council 82, AFSCME, AFL-CIO**

Local: **452**

Effective Date: **01/01/05**

Expiration Date: **12/31/07**

PERB ID Number: **9079**

Unit Size: **57**

Number of Pages: **38**

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/>

FINAL

CO
~~12/1/04~~ / 9079

AGREEMENT

by and between the

COUNTY OF SCHOHARIE

AND THE

SCHOHARIE COUNTY SHERIFF

and the

**THE SCHOHARIE COUNTY
CORRECTION OFFICERS LOCAL 452
COUNCIL 82, AFSCME, AFL-CIO**

January 1, 2005 – December 31, 2007

RECEIVED

JUN 22 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

57



TABLE OF CONTENTS

<u>ARTICLE</u>		<u>Page No.</u>
I	Recognition and Deductions.....	1
II	Collective Bargaining Units	1
III	Compensation	2
IV	Pension	4
V	Health Plans	4
VI	Special Allowances.....	6
VII	Mileage	8
VIII	Leaves	8
IX	Workweek - Workday.....	12
X	Holidays	13
XI	Tenure and Seniority.....	14
XII	Labor-Management Committee.....	14
XIII	Reciprocal Rights	14
XIV	Practices	15
XV	Saving Clause	16
XVI	Indemnification.....	16
XVII	Discipline Procedure.....	16
XVIII	Duration	19
IX	Conference	19
	Signature Page	20

FINAL

APPENDIX A	Classification & Compensation Plan (Including Salary Schedules)
APPENDIX B	Rules for Administration of the Salary Plan
APPENDIX C	Grievance Procedure
APPENDIX D	Procedure for Administration of 207-C of the General Municipal Law for the Schoharie County Sheriff's Office

ARTICLE I

RECOGNITION AND DEDUCTIONS

Section 1. Pursuant to the Public employees Fair Employment Act, the Employer recognizes the Schoharie County Correction Officers Local 452, Council 82 AFSCME, AFL-CIO (Local 452) as the sole and exclusive bargaining representative of all employees in the Unit described below in Article II.

Section 2. The Employer shall continue to deduct exclusively for Local 452, as the recognized bargaining agent, from the wages of employees and remit to Local 452, P.O. Box 136, Schoharie, NY 12157, regular membership dues for those employees who signed authorizations permitting payroll deductions. The Employer also agrees that for those employees who so designate by signing deduction authorization for payment of insurance premium benefits, voluntarily as a fringe benefit of Local 452 membership, to deduct such authorized sums from payroll and forward to LOCAL 452. In addition, any new Local 452 programs or benefits which require payroll deduction will be afforded to the employees covered under this contract.

Local 452, having been recognized as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have an agency shop fee deducted from the wages of employees of the bargaining unit hired on or after January 1, 1986 who are not members of Local 452. The agency shop fee will be an amount equivalent to the dues levied by Local 452. The County shall make such deductions and transmit the amount, along with a listing of such employees to Local 452.

Section 3. Local 452 affirms that it does not assert the right to strike against the Employer, to assist or participate in such a strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

Section 4. Effective January 1, 1989, Local 452 space on the payroll checks shall be provided for Local 452 credit union deductions. This does not refer to the authorization of office or desk or recruiting space for credit union purposes.

Section 5. The County will deduct on a bi-weekly basis any employee contribution towards health or dental insurance.

ARTICLE II

COLLECTIVE BARGAINING UNITS

Section 1. The collective bargaining unit shall consist of all employees of Schoharie County in the Sheriff's Office except as excluded below. All persons in the unclassified service, in the exempt class of the classified service of Civil Service, the Sheriff, Under Sheriff, Lieutenants and Confidential Secretary are excluded herein. Positions contained in the bargaining unit are indicated

FINAL

in Appendix "A".

Section 2. The County and Local 452 agree to consent that the Schoharie County positions below, are included among those positions which are exempt from the Local 452 local bargaining unit: Sheriff, Under Sheriff, Lieutenants, Confidential Secretary, and Supervising Dispatcher.

ARTICLE III

COMPENSATION

Section 1. Effective January 1, 2005, the salary schedule annexed hereto as Appendix A shall be amended by increasing the rates set forth thereon by three percent (3%).

Section 2. Appendix A will be amended by increasing the rates by three and one-quarter percent (3 ¼%) on January 1, 2006 and January 1, 2007.

Section 3. Appropriate annual salary step schedules shall be annexed to the new contract, for placement of prospective and continuing staff, by credited experience. The above increases shall be reflected in the Salary Schedules in Appendix "A", attached hereto and made a part hereof.

Section 4. Overtime

Employees of the Sheriff's Office shall be compensated at the rate of time and one-half for all hours worked in excess of eight (8) hours per day or forty (40) hours per week except when a change in shift occurs. For purposes of overtime calculation, all paid leave shall be counted as time worked.

Overtime work will be offered on a voluntary basis to all eligible employees pursuant to a rotation list. An employee who declines an overtime opportunity or works an overtime assignment shall be charged with the number of hours offered. In each case, overtime shall be offered to the employee with fewest hours.

In the event that no employee accepts an overtime assignment on a voluntary basis, the Sheriff or his designee shall order employees to work the overtime assignment. It is understood for this purpose, the designee shall be an employee with the rank of a Sergeant or above.

No employee shall be required to work more than 12 hours per day, except in instances of a natural/civil emergency. A natural/civil emergency is defined as "a serious and urgent incident by natural forces or human action, resulting in damage, loss, destruction or injury that demands immediate attention and poses a direct threat to the health, safety and good order of the Public or the Jail".

FINAL

Section 5. Line-up Pay

A. Effective January 1, 2001, Full-time employees of the Sheriff's Office, other than correction titles, shall be compensated at the rate of \$1.00 per day for each day worked in return for each employee appearing five (5) minutes ahead of the assigned shift time for line-up purposes.

Effective July 1, 2005, or the first day of the month following the ratification of this Agreement by both parties, members of the bargaining unit who are Correction Officers, Correction Corporals, and Correction Sergeants will receive ten (10) minutes of straight time pay in return for each employee appearing ten (10) minutes ahead of the assigned shift time for line-up purposes.

B. Full-time employees of the Sheriff's Office who work the majority of their shift between the hours of 3:00 p.m. and 11:00 p.m. shall receive \$.50 per hour for each hour worked.

Full-time employees of the Sheriff's Office who work the majority of their shift between the hours of 11:00 p.m. and 7:00 a.m. shall receive \$1.00 per hour for each hour worked.

C. In order to receive inconvenience pay, the employee must actually work to receive the compensation.

Section 6. Call-out Pay

Effective July 1, 2005, or the first day of the month following the ratification of this agreement by both parties, whichever occurs first, employees shall receive a minimum of three (3) hours pay on call out. Payment is made to eligible employees who are called back to work after their regular scheduled working hours.

Section 7. Holiday Pay

Effective July 1, 2005, or the first day of the month following the ratification of this agreement by both parties, whichever occurs first, employees who work on a holiday (the actual holiday, not the recognized holiday, shall be compensated at the rate of two and one-half (2 ½) times their normal rate of pay regardless of the numbers of hours worked on that day (including regularly scheduled work day and overtime worked). If the holiday falls on the employee's scheduled day off, he or she shall be compensated at the rate of straight time or another work day off, at the option of the Sheriff.

Section 8. Officer In Charge

Effective July 1, 2005, or the first day of the month following the ratification of this agreement by both parties, whichever occurs first, Correction Officers who are designated as the officer in charge (because there are no supervisors available on the particular shift), will receive an additional \$.75 per hour for the actual time served in this capacity.

ARTICLE IV

PENSION

Section 1. All employees of the County of Schoharie may be members of the New York State Retirement System under Section 75-i provided they are eligible pursuant to its rules and regulations.

Section 2. The County shall continue to provide the Guaranteed Ordinary Death Benefit for all employees, Section 60-b of the Retirement and Social Security Law, provided the employees are eligible for such benefit under the Rules of the NYSERS.

Section 3. Effective June 30, 1996, the County agrees to provide to eligible employees the benefits of Retirement and Social Security Law, Sections 89-p and 603-l.

ARTICLE V

HEALTH PLANS

Section 1.

A. Effective July 1, 2005, or as soon thereafter as is practicable, the health plans offered to members of this bargaining unit shall be the Empire Plan, with medical and psychiatric enhancements, and the Capital District Physicians Health Plan Co-Pay 15, with a \$5/\$25/\$40 prescription drug rider. This plan will have no in-patient hospital co-pay. Members of the bargaining unit who opt for the CDPHP coverage shall be afforded individual coverage with no premium contribution and will pay 25% of the difference between the individual premium and the family premium if they opt for family coverage. In addition, effective January 1, 2006, for those employees who opt for CDPHP coverage, the County will "seed" a Flexible 125 account with \$150.00 for individual coverage and \$275.00 for family coverage.

Effective upon the implementation of the CDPHP program, bargaining unit members who opt NYSHIP coverage will pay 50% of the difference in premiums for individual coverage and, if enrolled in family coverage, will pay the same amount of premium they would have paid for family coverage if enrolled in the CDPHP program, plus 50% of the difference between the gross premiums for family coverage in CDPHP and family coverage in NYSHIP.

B. In the event that the County seeks to make any changes in health coverage it will notify Local 452. Local 452 will be an equal partner in a committee to examine any new health care issues or plans. Any choice of a new health care plan that the Employer selects will be subject to the grievance procedure if the new health plan constitutes an overall reduction in benefits from the current plan.

FINAL

Section 2. The County will provide each full-time employee with the Blue Cross/Blue Shield dental plan currently provided to employees at no cost to the employee. Part-time employees shall be allowed to participate in the dental plan at their option and will pay the full premium of the dental plan through payroll deduction.

Section 3. Health Insurance Buy-Out Option

A. Effective January 1, 2001, an employee who is eligible for family coverage under the County's health insurance program, but elects to forego all medical coverage, will receive two thousand dollars (\$2,000.00) annually in lieu of medical coverage. An employee who is eligible for family coverage but elects to take individual coverage, will receive one thousand dollars (\$1,000.00) annually in lieu of family coverage. An employee who is eligible but does not elect individual coverage under the County's health insurance plan will receive one thousand dollars (\$1,000.00) annually in lieu of receiving individual coverage.

B. No employee shall be eligible to receive any payment authorized by the forgoing paragraph unless the employee shall have presented proof to the County that such employee and such employee's eligible dependents are covered by a plan of medical and health insurance benefits for the entire year that such employee elects not to be covered by the plan of medical and health insurance benefits provided by the County.

C. The employee will receive such payment on the last pay period in January or July for the preceding six (6) months provided the presentation of the required proof of coverage has been received. It is the obligation of the employee to notify the County of a termination of alternative medical and health insurance coverage.

D. Employees of the County whose spouses are also County employees will be provided for as follows: The County will be responsible for the payment of the family health coverage for one employee and no health coverage for the second employee; however, there will be no employee contribution to the premium in this situation. If there is a reversion back to regular health insurance coverage because one of the spouses is no longer employed by the County, then in that event employee premium co-pays will again become applicable.

E. Employees may reenter the health plan in accordance with the requirements of the health insurance carrier.

Section 4. Optical Insurance

Effective January 1, 2006, employees shall be covered by the CSEA Employee Benefit Fund Platinum-12 Plan. The premium shall be paid by the employer. If dependent coverage is elected by the employee, the employee will be responsible for this cost. Retirees may opt for this coverage at their own cost to be paid to the County pursuant to the procedure adopted by the County Treasurer.

FINAL

Section 5.

A. Health Insurance Benefits will be provided to County employees who retire based on the following formula:

Eligibility. All full-time County employees whose job descriptions entitle them to receive health insurance benefits while actively employed are eligible for retiree benefits at the same employee/retiree contribution rate in effect for employees of the County covered by this Collective Bargaining Agreement.

Pre-requisites for active employees, to receive retiree health insurance benefits, the following formula is to be used:

1. The employee must be actively employed by the County at the time of retirement; and
2. Must have served as an active employee of Schoharie County for a continuous ten (10) year period immediately preceding retirement; and
3. Must be receiving a retirement allowance from the New York State Retirement System based on New York State Retirement System age and length-of-service requirements.

The surviving spouse of a deceased retiree may elect to participate in the program for individual health coverage; however, the spouse is responsible to pay the full premium with no County contribution.

ARTICLE VI

SPECIAL ALLOWANCES

Section 1. The replacement of eyeglass lenses and/or frames will be provided by the County for employees of the Sheriff's Office, when damaged beyond use while actually working on the job, and when reported immediately to the Sheriff. Eye glasses to be of the same quality as those damaged.

Section 2. Equipment which is required as a condition of employment which is damaged in the course of the performance of duties will be repaired or replaced at County expense at the option of the Sheriff or the Sheriff's designee.

Section 3. Tuition Reimbursement

A. The County agrees to establish a tuition reimbursement policy acknowledging the following guidelines:

B. Four year degree holders are eligible.

FINAL

- C. Prior written approval is required from the Personnel Officer in all cases, on a per person, per course basis.
- D. Decisions on approval are at the sole option of the Personnel Officer, with action by the Board of Supervisors and are not subject to the Grievance Procedure.
- E. Courses must be credit bearing, term courses (not in-services or seminars, or conferences) from accredited institutions, satisfactory to the Personnel Officer, with approval by the Board of Supervisors.
- F. This plan shall reimburse only tuition, and shall be limited at up to \$50 per credit hour.
- G. Implementation requires receipt of an official transcript and maintenance of a passing average.
- H. Payment shall be made after an individual has completed a block three graduate credit hours.
- I. Employees must remain in the employ of the County for a period of one year following receipt of tuition reimbursement. Should an employee fail to remain employed by the County as required, for any reason, the County may recover the amount of tuition reimbursement by deducting said amount from any monies due the employee or by any other legal means.

Section 4. Weapons and Uniforms

- A. The County agrees to provide weapons and related equipment to sworn members of the Sheriff's office, which shall include Glock 40 SW Pistols, together with holsters, mag pouches, gun belts, cuff cases, belt keepers, baton rings, and handcuffs.
- B. Upon the completion of probationary status, the County will provide to correction officers one (1) new Class A uniform and three (3) new Class B uniforms. In addition, the Department will replace uniforms as needed at departmental expense. Dispatchers and civilian employees will be issued "golf" type shirts bearing the insignia of the Sheriff's Department.

Effective July 1, 2005, or the first day of the month following the ratification of this agreement by both parties, whichever occurs first, members of the bargaining unit shall receive a \$200.00 annual uniform maintenance allowance payable in July of each year. This amount shall be prorated for calendar year 2005.

Section 5.

- (a) The County agrees to provide a meal allowance in the amount of \$5 to any employee who (a) works a continuous period of time of twelve hours or more or (b) because of his assignment is outside of the County during his normal meal period.

FINAL

(b) Effective January 1, 1997, the County's obligation to provide such meal allowance shall cease for Uniform/Sworn personnel.

ARTICLE VII

MILEAGE

Section 1. Commencing with the October 21, 1988 signing of the 1988-1990 contract (and retaining that date as the fixed demarcation date for future reference) the County shall reimburse employees at the prevailing IRS approved mileage rate for verified employees' use of their personal vehicles for assigned County business. The IRS rate referred to is the one which requires no tax thereon filed by the employee, and no reporting requirements filed by the Employer.

ARTICLE VIII

LEAVES

Section 1. Vacation Leave

All full-time employees shall accrue vacation leave according to the following schedule, except that no such vacation leave shall be granted until at least six (6) months service shall have been completed:

<u>AFTER SERVICE OF</u>	<u>VACATION ACCRUED</u>
Less than 5 years	1 day per month
5 years	1 ½ days per month
14 years	2 days per month

The date and order of vacation shall be arranged by the Sheriff, who shall notify the Personnel Officer of such leave granted.

A. Vacation leave earned in a given year but unused in the year may be carried over to the following year and used during that year and no other year. However, no vacation leave in excess of that which is due annually shall be taken without the prior approval of the Sheriff.

B. In the event of retirement or service termination, except in the case of dismissal prior to completion of maximum probationary term, all employees shall be paid for earned and unused vacation leave. In the event of service termination by death such payment shall be made to the estate of the decedent.

C. Effective July 1, 2005, or the first day of the month following the ratification of this agreement by both parties, whichever occurs first, and sun-setting on December 31, 2006, unless mutually agreed to be extended by the parties in writing, correction officers and dispatchers will be

FINAL

permitted to "sell back" up to ten (10) days vacation annually. The Sheriff will issue an administrative order regarding the procedure for the buy back of vacation, including submission of appropriate forms, time of submission, etc.

D. Each employee shall be furnished semiannually (by at least the 15th day of May and the 15th of November) with a statement accounting for the employee's accumulation of vacation and other leave credits. Such statement shall show credits used and accumulated unused credits up to the period of 30th of April and the 31st of October.

Section 2. Sick Leave

Effective July 1, 1994, all full-time employees shall accrue sick leave according to the following schedule, except that no such sick leave shall be granted until at least six (6) month's service shall have been completed:

<u>AFTER SERVICE OF</u>	<u>SICK LEAVE ACCRUED</u>
Less than 5 years	1 day per month
5 years	1 ½ days per month

Sick leave is the inability of an employee to perform his regular job-related duties.

All employees may use sick leave in the event there is an illness in his/her immediate family. Immediate family is defined as spouse, son, daughter, brother, sister, father, mother, grandparents, mother-in-law, and father-in-law.

In the event an employee uses all sick leave credits due to illness, he or she at this time may use any other accruals to compensate for an absence.

Earned and unused sick leave may be accumulated up to a total of 200 days.

When an employee finds it necessary to be absent because of illness, they should report the fact to the Sheriff at least one hour prior to the time they are expected to report for work. Sick leave shall not be granted unless some report has been made. Up to three (3) consecutive days sick leave will be granted without a physician's certificate. If more than three (3) days sick leave is needed, a certificate signed by a physician must be filed with the Sheriff. The total sick leave, in periods of three (3) days or less, for which a certificate is not required, must not exceed nine (9) days in any calendar year. Sick leave of any employee is to be reported to the County Treasurer by the Sheriff who shall also make such report to the Personnel Officer.

The County reserves the right to another physician's opinion, of the County's choice, and at the County's expense, anytime following two (2) weeks of continuous illness or injury, except for maternity leave. In the event of any discrepancies between the doctor's opinion, then the doctors shall consult together and attempt to agree upon a mutual opinion within five (5) days. If the

FINAL

employee refuses to be examined by the County's doctor, then the employee forfeits all rights to sick leave for the duration of that particular illness or injury.

Employees who have been in the service of the County for the equivalent of six (6) months full time employment shall be entitled to sick leave in the same manner as set forth above, except that such sick leave shall be pro-rated to the nearest day, based on such employee's days of weekly employment.

Part-time employees shall not be eligible to earn sick leave.

Upon retirement an employee shall be paid for twenty-five (25%) percent of his unused accumulated sick leave credits. Upon death, an employee's estate shall be paid one hundred (100%) percent of the deceased employee's unused accumulated sick leave credits (up to a maximum of 200 days).

The Schoharie County Deputy Sheriff's Association and the Sheriff shall meet to establish an Attendance Control Policy. Once established and agreed upon the Attendance Control Policy shall supersede the applicable portions of the contract.

Section 3. Workers' Compensation Policy

A. An employee who must be absent from work as a result of injury on the job with the County, and is pursuing a New York State Workers' Compensation claim; shall elect in writing (and submit such statement to the Sheriff) as to the option of either using paid, personal, accumulated sick leave to his/her credit; or the Workers' Compensation, ongoing benefit check, for the period of said absence.

B. In the event the employee elects to take his/her personal sick leave with pay, then any ongoing Workers' Compensation benefit check for that employee shall be transmitted directly from the insurance carrier to the County Treasurer. When such check is received by the Treasurer's office, the employee's sick leave shall be adjusted in accordance with the following formula:

<p>Workers' Compensation Check Benefit</p> <hr/> <p>Employee's Daily Gross Rate of Base Pay</p>	<p>Number of sick days per week to be credited Back to an employee shall be rounded to the Nearest half day. The number of days returned will not reach the actual number of days absent (see Section E below).</p>
---	---

C. There is a time lag in receiving benefit checks from the New York State Compensation. Benefit checks shall be converted and calculated when received by the Treasurer's Office. It is not the Treasurer's responsibility or obligation to intervene in questions of the speed that benefit checks are received from the insurance carrier.

D. Lump sum payments for injury or disability, shall be retained by the employee.

FINAL

E. Employees should be aware that because of the operation of New York State Workers' Compensation Law, 100% reimbursement is not received. Therefore, the number of sick days returned is likely to be in the vicinity of two-thirds.

Example: An employee on Workers' Compensation for twenty-one days has enough sick days to receive full pay. Assuming the County gets reimbursed for two-thirds (14 days), then the employee has bought back 14 sick days and used 7 personal sick leave days which shall not be credited.

F. With respect to leaves, transfers of funds, paperwork, etc. (involving employees off work, associated with Workers' Compensation cases) Schoharie County shall be contractually bound to no greater extent than stated in the language of this particular Article.

Section 4. Personal Leave

Full-time employees will be credited with five (5) personal days on January 1st of each year of employment. Full-time employees will be credited with one (1) personal day for each three months of employment during the first calendar year of employment. Such day will be credited on the first work day following the completion of the three-month period. Personal leave may be taken without explanation upon reasonable notice to the Sheriff at least 24 hours before such leave is taken, unless an emergency prevents the giving of such notice. Personal leave, if not used, may be carried over as sick leave. No personal leave shall be paid upon separation of service.

Section 5. Bereavement Leave

Employees who have been employed by the County for at least six (6) months shall be entitled to three (3) days Bereavement Leave for the death of an immediate family member as defined in Section 2.

Single bereavement leave days may be taken to attend funeral service of other relatives or close personal friends.

Employees are entitled to three (3) bereavement days annually. In the event an employee has used all bereavement credit, he or she may use either vacation and/or personal leave credit with the approval of the Sheriff or his designee to compensate for a bereavement absence.

Section 6. Leave Of Absence

All full-time employees may be granted leaves of absence without pay. Such leave of absences shall be granted at the discretion of the Sheriff, but not for a period longer than one (1) year. The Sheriff, at the time of granting such leaves of absences, shall report the date of commencement and the duration thereof to the County Treasurer, the Personnel Officer and also the Clerk of the Board of Supervisors and the Chairperson of the Personnel Committee of the Board of Supervisors.

FINAL

Section 7.

Documentation (such as an appointment card) will be required of all employees if they use more than four (4) hours for a medical appointment.

ARTICLE IX
WORKWEEK - WORKDAY

Section 1. The Sheriff's Office operates three (3) shifts per day, twenty-four (24) hours per day, seven (7) days per week.

The shifts generally will be:

First	"A" Shift	11:00 p.m. to 7:00 a.m.
Second	"B" Shift	7:00 a.m. to 3:00 p.m.
Third	"C" Shift	3:00 p.m. to 11:00 p.m.

Upon thirty (30) days notice to the union, the Sheriff reserves the right to establish other shifts as needed.

For administrative purposes, the workweek shall commence with the beginning of the first shift on Sunday of each week. The workday shall commence with the beginning of the first shift each day.

The usual workweek for employees of the Sheriff's Office shall be forty (40) hours per week. Said workweek to consist of not more than five (5) workdays and not more than eight (8) hours per day.

By mutual agreement between the Sheriff and the affected employee, the workweek and/or workday may be modified, provided that the employee shall not work more than eighty (80) hours in any two consecutive week period.

The Sheriff shall require employees to report five (5) minutes prior to the beginning of their assigned shift to facilitate the exchange of information and/or to improve the efficiency of Department operations.

Section 2. Flexitime

Is the possibility of an employee working the normal length workday but not necessarily coincidental with the normal hours for his/her Division.

A. The purpose of this policy is to somewhat relax the rigidity of scheduling times, where feasible and agreeable with Office Administration. However in no case shall this goal overreach the goal of adequate staff coverage during a given time frame.

B. Flexitime may be used only with the mutual consent of the particular employee and the Sheriff

FINAL

on a case-by-case basis.

1. It is not the intent for either staff or management to be coerced into a particular change from what would otherwise be the assigned schedule in application. Threats of resignation, negative evaluation, etc., are precluded from use to interfere with the normal process.
 2. As a safeguard, both parties must indicate their consent to a particular flextime arrangement, in writing.
- C. Adjustment of lunch length may be used to create flexibility within this system but adjustments of break time will not shorten the workday.
- D. Overtime eligibility continues for overtime actually worked by an employee.
- E. An employee's flextime schedule or change thereupon are to be determined in advance between the employee and the Sheriff (preferably determined during the preceding week).
- F. Flextime does not constitute an excuse for tardiness, which may be dealt with in the same manner as under conventional scheduling.
- G. Neither specific flextime schedules, nor the existence of flextime policy shall be considered to constitute a past-practice or term and condition subject to automatic continuation.
- H. Use of flextime shall not create a change in entitlement for shift differentials.
- I. It is understood that consensual flextime carries the ability and authority to produce a change in public hours (contractual or otherwise) which a department may be open for flextime employees.

ARTICLE X

HOLIDAYS

Section 1. . . . All employees shall be entitled to paid holidays on such days as are presently defined as Holidays in Section 24 of the General Construction Law of the State of New York which are:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day

Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas

FINAL

ARTICLE XI

TENURE & SENIORITY

Section 1. Tenure

Commencing July 15, 1985, every permanent appointment from an open competitive list and every original appointment to a position in the non-competitive, exempt or labor class shall be for probationary term of not less than twelve (12) weeks nor more than fifty-two (52) weeks. However, the maximum probationary term of fifty-two (52) weeks shall apply to all the above classes. After a six (6) month period these employees shall be granted accumulated leave credits and after a twelve (12) month period such other rights as other regular employees are accorded.

Section 2. Seniority For Layoffs

If layoffs or reduction in work force become necessary, layoffs shall be made according to seniority. The employee with the shortest period of service with the County shall be laid off first and when employees are rehired, they shall be recalled in the reverse order with the employee with the longest service being recalled first. The layoff unit shall be a department wide unit.

Section 3. Discipline

Discipline action taken against an employee shall be in accordance with the procedure established by the Sheriff in lieu of any other process or procedure.

ARTICLE XII

LABOR-MANAGEMENT COMMITTEE

Section 1.

A joint Labor/Management Committee consisting of not more than five (5) union representatives, the Sheriff, and representatives from the Personnel Committee/Department and/or their designees, shall meet not more than once per calendar quarter at the request of either party. The party requesting the meeting shall submit a written agenda which specifically identifies the subjects to be discussed. Said agenda must be presented at least three (3) business days prior to the scheduled meeting.

ARTICLE XIII

RECIPROCAL RIGHTS

The Employer recognizes the right of the employees to designate representatives of the Local 452 to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms of this Agreement, and to visit employees during working hours. Such employee

FINAL

representative shall also be permitted to appear at public hearings before the Board of Supervisors upon request of the employees.

Section 1. The Employer shall so administer the obligations under this Agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

Section 2. Local 452 shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the Chairperson of the Board of Supervisors or their designee. The officers and agents of Local 452 shall have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.

Section 3. Employees who are designated or elected for this purpose of adjusting grievances, or assisting grievances, or assisting in the administration of agreements, shall collectively be permitted a maximum of fifty-six (56) hours per year of time off for the Local 452 from their regular duties, to fulfill the obligations which have as their purpose the maintenance of harmonious and cooperative relation between the Employer and the employee and the uninterrupted operation of government subject to the approval of the department head, or, in his/her absence, his/her assistant.

Section 4. A total of seven (7) days leave for the Local 452 per year, for representatives of Local 452 to attend conventions, workshops, or seminars shall be granted.

ARTICLE XIV

PRACTICES

Section 1. Any rights, privileges, or benefits, already accorded the employees of Schoharie County Sheriff's Office shall not be rescinded during the term of this Agreement.

Section 2.

A. The Union recognizes the rights of the Employer including -- but not limited to: Managing the staff; hiring; assigning; promotion; classification; initial allocation; transferring; suspending; disciplining, and discharging consistent with the established rules and regulations of the department; determining the manner and means of achieving public policy; directing the work force; evaluating the staff; determining the size and character of the work force. The foregoing shall be done consistent with the terms of this Agreement.

B. Failure of the County to exercise any authority reserved to it contractually, by statute, or inherently (or the exercise in a particular manner) shall not restrict the future exercise of that authority by the County.

FINAL

C. The Collective Bargaining Agreement shall not be construed to guarantee job security in part or in whole.

ARTICLE XV

SAVING CLAUSE

Section 1. If any Article or part thereof in this Agreement or any addition thereto should be decided as in violation of any Federal, State or Local Law, or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of this Agreement or any addition thereto shall not be affected.

Section 2. If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE XVI

INDEMNIFICATION

The County of Schoharie will hereby confer the benefit of defense and indemnification upon officers and employees of the County of Schoharie in any civil action or proceeding, State or Federal arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting in the scope of his public employment or duties provided for by Section 18 of the Public Officers Law, including liability for the costs incurred by such officers and employees in any such actions or proceedings. All provisions of Section 18 of the Public Officers Law are incorporated hereby by reference.

ARTICLE XVII

DISCIPLINE PROCEDURE

Section 1. Discipline for Just Cause

No employee with a permanent appointment shall be disciplined except for just cause. Such employee shall be served with a written notice of the action and the reason for it. Simultaneously, a copy of the notice shall be sent to the President of the union and to Council 82. The employer may implement any penalty upon the issuance of the written notice.

Section 2. Appeal of Disciplinary Action

If the union disagrees with the disciplinary action, the union may appeal the matter, in writing, to the Sheriff. The appeal must be submitted, in writing, within ten (10) work days of receiving the Notice of Discipline. Failure to submit the appeal within ten (10) working days shall make the matter

FINAL

ineligible for further appeal. Within ten (10) working days after receiving the appeal the Sheriff or the Sheriff's designee will meet with the disciplined employee and the designated representative of the union. Within five (5) work days after said meeting, the Sheriff or the Sheriff's designee will issue a written response which shall be given to the President of the union.

If the union is not satisfied with the response, the union may elect to submit the matter to arbitration by filing a Demand for Arbitration with the New York State Public Employment Relations Board in accordance with its Rules and Procedures. The Demand for Arbitration must be filed within fifteen (15) calendar days after receipt of the Sheriff's written notice, and failure to file within fifteen (15) calendar days shall make the matter ineligible for arbitration for any other appeal and the case will be deemed to be closed. The issue before the arbitrator shall be:

Was there just cause to discipline the employee and, if so, was the penalty imposed appropriate?

All decisions rendered shall be final and binding upon both parties. The arbitrator's fees shall be shared equally by the union and the employer.

Section 3. Disciplinary System for Time and Attendance Control

Notwithstanding any other provision of this contract, the parties hereby agree to the following expedited disciplinary procedure for time and attendance control:

A. The parties recognize that the utilization of sick time is limited to instances when the employee is sick and the employee utilization of sick time for any other purpose not expressly set forth in the contract is prohibited and cause for discipline. The parties also recognize the excessive absenteeism is cause for discipline.

B. Time and attendance shall be calculated on the 12-month calendar year from January 1st through December 31st.

C. When an employee has nine (9) or more occasions of sick leave during the calendar year, the employee shall be placed on Time and Attendance Monitoring for the remainder of that calendar year.

D. Time and Attendance Monitoring status automatically triggers the following actions:

Step 1 9 Occasions of Absence in a Calendar Year:

The employee shall be required to bring in a doctor's certificate for all additional absences, during that calendar year. Failure to provide a doctor's certificate under Step 1 of this procedure shall permit the Sheriff to impose a written reprimand which shall be removed at the end of the calendar year if there are no further occasions. The employee shall be reminded in writing of his or her obligation to utilize sick leave only when sick and that excessive absenteeism is cause for disciplinary action. This action is not subject to the

Article 13 disciplinary procedure or Section 75 or 86 of the Civil Service Law.

Step 2 10 Occasions of Absences in a Calendar Year:

An employee with 10 occasions of absence since January 1 of the current calendar year shall be presumed to have engaged in excessive absenteeism, and the Sheriff or his designee shall have the right to impose a one week working suspension as defined herein. This action is not subject to the Article 13 disciplinary procedure or Section 75 or 76 of the Civil Service Law.

Step 3 11 Occasions of Absence in a calendar

Any employee with 11 occasions of absence since January 1 of the calendar year shall be presumed to have engaged in excessive absenteeism, and the Sheriff or his designee shall have the right to impose a two week working suspension as defined herein. This action is not subject to Article 13 disciplinary procedure or Section 75 or 76 of the Civil Service Law.

Step 4 12 or More Occasions of Absence in a Calendar Year:

An employee with 12 or more occasions of absence since January 1 of the current year shall be presumed to have engaged in excessive absenteeism and shall be placed upon a Disciplinary Evaluation Period (DEP) for the remainder of the calendar year. During such time, the employee's employment may be terminated if the employee does not improve their time and attendance to an acceptable level, and such termination shall be without resort to Article 13 or Section 75 or 76 of the Civil Service Law.

E. Hardship Exception. The Sheriff may grant a hardship exception to an employee with a chronic disease, illness, or family illness.

F. Occasion of Absence. An occasion of absence is defined as absence of six hours or more.

G. Working Suspension. An employee is placed on probation.

H. Miscellaneous. A step 1, 2, 3 or 4 of this procedure, the employee and/or his/her Union representative shall have the right to present evidence of illness or mitigating circumstances to the Sheriff or his designee, prior to the actual imposition of discipline.

I. This procedure shall not limit an employee's right under FMLA.

J. At Step 4, if the Sheriff makes a determination to terminate the employee while on the Disciplinary Evaluation Period, the Union or the employee may grieve only the following issues:

1. Adherence to the procedure set forth herein;
2. The existence of a hardship exception; or

FINAL

3. The existence of the circumstances, which would make the imposition of termination as a penalty so disproportionate as to be wholly irrational or shocking.

K. Family Sick is not considered an occasion.

ARTICLE XVIII

DURATION

Section 1. The effective dates of this Agreement are January 1, 2005 through December 31, 2007.

Section 2. No later than August 1 of fiscal year which the contract expires, the parties will set the ground rules for negotiations for a new contract. Actual negotiations will commence on or before September 1 of that year.

ARTICLE XIX

CONFERENCE

Within three weeks after execution of this Agreement by all parties, a meeting will be called with the Sheriff and Negotiating Team to discuss the contract and its interpretation.

PURSUANT TO SECTION 204-A OF PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTIONS TO PERMIT ITS IMPLEMENTATION

FINAL

BY AMENDMENT OF LAWS OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

COUNTY OF SCHOHARIE AND
THE SHERIFF'S OFFICE

THE SCHOHARIE COUNTY CORRECTION
OFFICERS LOCAL 452, COUNCIL 82
AFSCME, AFL-CIO

Earl Van Warner, III
Chairperson, Board of Supervisors

Charles E. Swann
President, Local 452

[Signature]
Schoharie County Attorney

Richard Steen C-82
Collective Bargaining Specialist

[Signature]
Schoharie County Sheriff

[Signature]
Negotiating Committee

Meredith M. Red
Chairman, Personnel Committee

Caryl Anderson
Negotiating Committee

Robin A. Myers
Negotiating Committee

Kathleen E. Schuppel
Negotiating Committee

Negotiating Committee

Authorized by Board of Supervisors 10-21-2005
Date

Executed 10-25-2005 at Schoharie, New York.

APPENDIX "A"

Salary schedule for 2005 Public Safety
Finalized Salary Schedule

Service Years Separation	Hiring Rate	1 1,545	5 1,545	10 1,803	15 2,060	20 2,060	25 2,060
Cook/PT	21,427	22,972	24,517	26,320	28,380	30,440	32,500
Cook	21,427	22,972	24,517	26,320	28,380	30,440	32,500
Cook-Manager	23,390	24,935	26,480	28,283	30,343	32,403	34,463
Emer Svc Dispatcher/PT	25,271	26,816	28,361	30,164	32,224	34,284	36,344
Emer Svc Dispatcher	25,271	26,816	28,361	30,164	32,224	34,284	36,344
Sheriff's Civil Clerk	25,271	26,816	28,361	30,164	32,224	34,284	36,344
Secretary to Sheriff	27,538	29,083	30,628	32,431	34,491	36,551	38,611
Deputy Sheriff	27,538	29,083	30,628	32,431	34,491	36,551	38,611
Deputy Sheriff Jail/PT	27,538	29,083	30,628	32,431	34,491	36,551	38,611
Deputy Sheriff Jail	27,538	29,083	30,628	32,431	34,491	36,551	38,611
Corrections Corporal	29,499	31,044	32,589	34,392	36,452	38,512	40,572
Corrections Sergeant	30,205	31,750	33,295	35,098	37,158	39,218	41,278
Deputy Sheriff Sergeant	30,205	31,750	33,295	35,098	37,158	39,218	41,278
Corrections First Sergeant	31,475	33,020	34,565	36,368	38,428	40,488	42,548
Dep Sher First Sergeant	31,475	33,020	34,565	36,368	38,428	40,488	42,548

Movement from Hiring Rate to Step 1 will occur on the January 1st immediately after hiring provided the employee was hired on or before June 30th. If the employee was hired on or after July 1st, movement from the Hiring Rate to Step 1 will occur on January 1st following the January 1st after the employee was hired. All other step movements will occur on January 1st after the employee has completed the requisite number of years of service necessary to advance to the next step.

FINAL

Salary schedule for 2006 Public Safety
Finalized Salary Schedule

Service Years Separation	Hiring Rate	1 1,595	5 1,595	10 1,862	15 2,127	20 2,127	25 2,127
Cook/PT	22,123	23,718	25,313	27,175	29,302	31,429	33,556
Cook	22,123	23,718	25,313	27,175	29,302	31,429	33,556
Cook-Manager	24,150	25,745	27,340	29,202	31,329	33,456	35,583
Emer Svc Dispatcher/PT	26,092	27,687	29,282	31,144	33,271	35,398	37,525
Emer Svc Dispatcher	26,092	27,687	29,282	31,144	33,271	35,398	37,525
Sheriff's Civil Clerk	26,092	27,687	29,282	31,144	33,271	35,398	37,525
Secretary to Sheriff	28,433	30,028	31,623	33,485	35,612	37,739	39,866
Deputy Sheriff	28,433	30,028	31,623	33,485	35,612	37,739	39,866
Deputy Sheriff Jail/PT	28,433	30,028	31,623	33,485	35,612	37,739	39,866
Deputy Sheriff Jail	28,433	30,028	31,623	33,485	35,612	37,739	39,866
Corrections Corporal	30,458	32,053	33,648	35,510	37,637	39,764	41,891
Corrections Sergeant	31,187	32,782	34,377	36,239	38,366	40,493	42,620
Corrections First Sergeant	32,498	34,093	35,688	37,550	39,677	41,804	43,931

Movement from Hiring Rate to Step 1 will occur on the January 1st immediately after hiring provided the employee was hired on or before June 30th. If the employee was hired on or after July 1st, movement from the Hiring Rate to Step 1 will occur on January 1st following the January 1st after the employee was hired. All other step movements will occur on January 1st after the employee has completed the requisite number of years of service necessary to advance to the next step.

FINAL

Salary schedule for 2007 Public Safety
Finalized Salary Schedule

Service Years Separation	Hiring Rate	1 1,647	5 1,647	10 1,923	15 2,196	20 2,196	25 2,196
Cook/PT	22,842	24,489	26,136	28,059	30,255	32,451	34,647
Cook	22,842	24,489	26,136	28,059	30,255	32,451	34,647
Cook-Manager	24,935	26,582	28,229	30,152	32,348	34,544	36,740
Emer Svc Dispatcher/PT	26,940	28,587	30,234	32,157	34,353	36,549	38,745
Emer Svc Dispatcher	26,940	28,587	30,234	32,157	34,353	36,549	38,745
Sheriff's Civil Clerk	26,940	28,587	30,234	32,157	34,353	36,549	38,745
Secretary to Sheriff	29,357	31,004	32,651	34,574	36,770	38,966	41,162
Deputy Sheriff	29,357	31,004	32,651	34,574	36,770	38,966	41,162
Deputy Sheriff Jail/PT	29,357	31,004	32,651	34,574	36,770	38,966	41,162
Deputy Sheriff Jail	29,357	31,004	32,651	34,574	36,770	38,966	41,162
Corrections Corporal	31,448	33,095	34,742	36,665	38,861	41,057	43,253
Corrections Sergeant	32,201	33,848	35,495	37,418	39,614	41,810	44,006
Corrections First Sergeant	33,554	35,201	36,848	38,771	40,967	43,163	45,359

Movement from Hiring Rate to Step 1 will occur on the January 1st immediately after hiring provided the employee was hired on or before June 30th. If the employee was hired on or after July 1st, movement from the Hiring Rate to Step 1 will occur on January 1st following the January 1st after the employee was hired. All other step movements will occur on January 1st after the employee has completed the requisite number of years of service necessary to advance to the next step.

APPENDIX "B"

RULE FOR ADMINISTRATION OF THE SALARY PLAN

1. NEW COUNTY EMPLOYEES

A new County employee appointed to a position which is allocated to a specific salary grade shall be paid the minimum salary for that grade.

2. TEMPORARY OR PROVISIONAL COUNTY EMPLOYEES

A County employee who has been continuously employed on a temporary or provisional basis shall, upon receiving permanent appointment to the same position, be credited with the length of time they have served in that position on a provisional or temporary basis in determining the salary of their permanent position.

3. PROMOTIONS

When an employee is promoted to a position with a higher salary grade, the employee shall be compensated in that grade based upon the employee's years of service with the Sheriff's Office.

4. PART-TIME EMPLOYEES

The figures for each salary grade contained in the salary plan are for full-time positions. Part-time employees who work in a position title which has been allocated to a specific salary grade in the schedule shall receive a proportionate share of the salary specified for that position.

5. TRANSFER OR REASSIGNMENT

Upon transfer or reassignment to a new position, there shall be no immediate change in the annual salary of an employee unless his salary at the time of such transfer or reassignment is below the minimum of the salary grade to which the new position is allocated. Should an employee be reassigned or transferred to a position title which is allocated to a salary grade having a higher salary range than the grade from which he was reassigned, such transfer or reassignment shall be considered a promotion and the legal provisions governing promotions shall apply.

6. TEMPORARY ASSIGNMENT TO A POSITION ALLOCATED TO A HIGHER SALARY GRADE

When an employee is temporarily assigned to a position with a higher salary grade, the employee shall be compensated in that grade based upon the employee's years of service with the Sheriff's Office. When an employee is reassigned to their original position, they shall be compensated in that position based upon years of service.

FINAL

7. REINSTATEMENTS

An employee who is reinstated to a position which is allocated to a specific salary grade shall be paid an annual salary within the salary range for the position to which they are reinstated, but in no instance shall such annual salary exceed the salary they received at the time they vacated their position.

APPENDIX "C"

GRIEVANCE PROCEDURE

PREAMBLE

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

Section 1. Definitions

- A. "Employee" shall mean any person(s) covered by this Agreement as provided for under Article II - Bargaining Unit.
- B. "Employer" shall mean the County of Schoharie and its representatives.
- C. "Association or Union" shall mean the Schoharie County Deputy Sheriffs' Association and its representatives.
- D. "Grievance" shall mean any claimed violation, misrepresentation or improper application of this Agreement or of any laws, rules, procedures, regulations, administrative order or work rules of the Employer, or those matters affecting employees' health or safety, physical facilities, materials or equipment furnished to the employees or supervision of employees or any other matter in which the employee feels he/she has been dealt with unfairly.
- E. "Supervisor" shall mean the employee on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work.
- F. "Days" shall mean all days other than Saturday, Sunday and holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

Section 2. Rights Of The Parties

A. Right Of Grievant

- 1. The grievant may select the Unit President or their designee and/or a Local 452 staff representative to assist him/her in the processing and/or preparing or grievances, except that no representative may be present from any employee organization other than Local 452.

id
10
:ir

B. Rights Of The Association

1. Local 452 shall receive a copy of any written Grievance, including supporting materials attached thereto and submitted therewith, and/or any decision rendered pursuant to this procedure.
2. Local 452 shall have the right to submit briefs to support or refute allegations of any party in a grievance.
3. Local 452 shall have the right to submit grievances on its own behalf.

C. Mutual Rights

In the event of the failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the Employer or their representative fails to make a decision within the required time period, the grievant shall proceed to the next stage.

Section 3. Presentation

STEP ONE - IMMEDIATE SUPERVISOR

1. An employee who claims to have a grievance shall present their written grievance to their Supervisor or Sheriff within fifteen (15) days of its occurrence or from when the employee becomes aware of it.
2. The immediate Supervisor shall meet with the parties to resolve the grievance within five (5) days. After the meeting, they shall render a decision in writing within five (5) days.

STEP TWO - SHERIFF

The aggrieved party, if not satisfied with the decision at Step One may within ten (10) days request a review by the Sheriff or his designee. Such request is to be in writing with a copy to the immediate supervisor. The Sheriff or his designee shall convene a conference within ten (10) days after receipt of the request for said conference. The Sheriff or his designee shall render a decision in writing within five (5) days after the conclusion of the conference with copies to the aggrieved party and their representative.

STEP THREE - BOARD OF SUPERVISORS

The aggrieved party, except for employees of the Sheriff's Office relating to reprimand, reduction of rank and dismissal or removal from the department, if not satisfied with the decision at Step Two, may within ten (10) days request in writing a conference with the Grievance Committee of the Board of Supervisors. The conference shall be held within ten (10) days after it is requested and a decision shall be made within five (5) days after the conclusion of the conference, copies of the decision to the aggrieved party and their representative.

FINAL

STEP FOUR - ARBITRATION

In case of grievances concerning the interpretation of this Agreement or breaches or claimed breaches hereof, Local 452 may substitute itself for the aggrieved party and appeal an unsatisfactory decision at Step Three in accordance with the rules of the Public Employee Relations Board. Said appeal must be made within (20) days after receipt of the Step Three decision. The decision arrived at shall be final and binding upon both parties to the Agreement, subject to appeal in accordance with the terms of Article 75 of the CPLR.

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

The arbitrator shall hold a hearing within twenty (20) days after they have been selected and should render a decision within twenty (20) days after the hearing has been concluded.

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

GENERAL CONSIDERATIONS

1. All grievance discussions, meetings, conferences and hearings shall be conducted as much as possible during the normal work day.
2. The time limits at any step may be extended by written mutual consent of the parties.
3. All necessary and reasonable time the employee requires shall be granted for preparation of his/her grievance at all stages; said time to be considered not chargeable to any of the employee's accrued leave.

APPENDIX "D"
PROCEDURE FOR THE ADMINISTRATION OF 207-c OF THE
GENERAL MUNICIPAL LAW FOR THE SCHOHARIE COUNTY
SHERIFF'S OFFICE

Section 1. INTENT

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

The term "deputy sheriff", as used herein, shall include all sworn members of the Schoharie County Sheriff's Office. The term "sworn members" as used herein shall include Deputy Sheriffs of the Schoharie County Sheriff's Department.

Section 2. NOTICE OF DISABILITY

(a) (i) A deputy sheriff who alleges to be injured in the performance of duties shall file with the Sheriff, or the Sheriff's designee, within five (5) days of the incident causing such injury, a General Municipal Law 207-c application (hereinafter "Application") which Application is appended to this procedure. All injuries incurred in the performance of duties must be reported regardless of whether the deputy sheriff lost time or received medical attention.

(ii) A deputy sheriff who alleges to be taken sick as a result of the performance of duties shall file with the Sheriff, or the Sheriff's designee, within 20 days of discovery of such sickness, the Application.

(iii) In the event of a personal inability to file the Application such Application may be filed by another acting on behalf of such deputy sheriff.

(b) RECURRENCE: In the event of a recurrence, as detailed above, the deputy sheriff must detail which injury or sickness gave rise to the recurrence and provide the date of the initial injury or illness. In addition, the deputy sheriff must provide any verifying medical report detailing the recurrence. However, a deputy sheriff claiming a recurrence will not need to provide additional verifying medical report(s) within the first four (4) consecutive months from the date of return to full duty.

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

(c) Failure to follow the notice requirements contained in this section will not serve to forfeit a deputy sheriff's right to file a claim pursuant to General Municipal Law 207-c so long as the County is in no way prejudiced by the failure to give timely notice.

Section 3. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS

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

Section 4. BENEFIT DETERMINATIONS

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

- (a) The Sheriff shall receive the application for the benefits and make a recommendation to the Schoharie County Board of Supervisors as to whether the applicant is entitled to 207-c benefits pursuant to Section 207-c of the General Municipal Law and this procedure. The Schoharie County Board of Supervisors shall promptly review the Sheriff's recommendation and the application, as well as any other pertinent documents or evidence available. Should the Schoharie County Board of Supervisors determine that the deputy sheriff was injured in the performance of duty or that the deputy sheriff was taken sick as a result of the performance of duty so as to necessitate medical or other lawful treatment, the Schoharie County Board of Supervisors shall, pursuant to Section 207-c, direct payment of the full amount of the regular salary or wages until the disability arising therefrom has ceased and shall insure that the County, through the health insurance provided to the deputy sheriff, will be responsible for the cost of medical or other lawful treatment and for any

hospital care associated with such injury or illness. (It is understood that any amounts not otherwise covered by the health insurance carrier will be paid or reimbursed, as necessary, by the County.) A written notice of such determination by the Schoharie County Board of Supervisors shall be provided to the deputy sheriff, placed in the deputy sheriff's personnel file and provided to the County Treasurer.

- (b) The payment of full salary or wages may be discontinued as expressly provided by Section 207-c. Any review of eligibility for the continuation of benefits may only occur after an assessment of the medical condition of a deputy sheriff or other information raises a question as to whether a disability may have ceased or whether the extent of a disability may have diminished so as to permit a light duty assignment, as the case may be.
- (c) In the event a question arises as to either initial eligibility for benefits or the continuation of benefits once awarded, the following procedure shall apply:
 - (i) The Sheriff or the Sheriff's designee, and/or the Schoharie County Board of Supervisors shall promptly inquire into the fact(s) surrounding the matter at issue. A deputy sheriff may be required to submit to a medical examination to determine the existence of a disability or illness and its extent. Additional examinations upon request or referral by the County's physician may be required. To resolve a question of initial or continued eligibility for the benefits, the Schoharie County Board of Supervisors shall make a decision on the basis of medical evaluations and other information as may be available and/or as may be provided by the deputy sheriff. A deputy sheriff or his/her representative may produce any document, sworn statement, or other record relating to the alleged injury or sickness or the incident alleged to have caused such. The Schoharie County Board of Supervisors shall have the authority to employ medical specialists and other appropriate individuals; may at reasonable times and at reasonable notice, require the attendance of the deputy sheriff or any witness to an incident to secure information; may require the deputy sheriff to sign a release or waiver for information of his/her related medical history; and may undertake any other reasonable act necessary for making a determination pursuant to this procedure (including, but not limited to, requiring the deputy sheriff to submit a detailed sworn statement of the circumstances surrounding his/her alleged injury or sickness).

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

- (ii) The Schoharie County Board of Supervisors shall make a determination as to initial or continued eligibility for benefits based upon information collected or obtained pursuant to this process. A deputy sheriff shall be notified in writing of the final determination made. The basis for the determination shall be specified. Upon the request of a deputy sheriff or his/her representative, a copy of any document used by the Schoharie County Board of Supervisors to determine initial or continued eligibility for any benefits afforded by Section 207-c shall be made available. In the event a deputy sheriff is adversely affected by a determination, he or she may request a hearing in accordance with the procedure set forth in Section 6 of this procedure.
- (d) Any determination made pursuant to this Section 4, shall be rendered within fifteen (15) working days.

Section 5. ASSIGNMENT TO LIGHT DUTY

As authorized by the provisions of Subdivision 3 of Section 207-c, the Sheriff's Office, acting through the Sheriff, or the Sheriff's designee, may assign a disabled deputy sheriff specified light duties, consistent with his/her status as a deputy sheriff. The Sheriff, or the Sheriff's designee, prior to making a light duty assignment, shall advise the deputy sheriff receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such a deputy sheriff may submit to the Sheriff, or the Sheriff's designee, any document or other evidence in regard to the extent of his/her disability. The Sheriff, or the Sheriff's designee, may cause a medical examination or examinations of the deputy sheriff, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled deputy sheriff to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the deputy sheriff's ability to perform a proposed light duty assignment and other pertinent information, the Sheriff, or the Sheriff's designee, may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. Pursuant to Section 207-c, if the deputy sheriff refuses to perform the designated light duty assignment, his/her 207-c benefit shall be discontinued. If the employee wishes to challenge the discontinuance of benefits, he/she may do so pursuant to Section 6 below. Nothing contained in this Section 5 shall require the Department to create light duty assignments.

Section 6. APPEAL OF ADVERSE FINAL DETERMINATIONS

In the event that a deputy sheriff disagrees with any final determination regarding a proposed light duty assignment or the initial or continued eligibility for benefits, he or she, within fifteen (15) calendar days of the receipt of the determination, shall present to the Clerk of the Board of Supervisors, a written Demand for Arbitration. The Employer and deputy sheriff or his/her representative will meet within five (5) business days to mutually select an arbitrator from a closed panel consisting of Thomas Rinaldo, Paul Klein and Jeffrey Selchick or other

FINAL

arbitrator mutually selected by the parties. The arbitrator selected shall be on a rotating basis or first available. In the event the parties are unable to agree, PERB will be asked to assist in the arbitrator selection process. The Arbitrator will be bound by the determination of the Schoharie County Board of Supervisors unless he finds that the Sheriff's determination is not supported by a preponderance of the evidence. The decision of the Arbitrator shall be final and binding. The Arbitrator's fee shall be shared equally by and between the parties.

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

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

Section 7.

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

Section 8.

In the event the Sheriff or his designee, or the Schoharie County Board of Supervisors deems it in the best interest of the parties, it may submit to the New York State Retirement System application(s) for disability retirement, consistent with the provisions of Section 63 of the New York State Retirement and Social Security Law. Section 7, above, applies likewise to such Department action. In the event that a disability retirement is granted, benefits pursuant to Section 207-c and this procedure shall cease.

Section 9. CONTINUATION OF CONTRACT BENEFITS

While on leave pursuant to Section 207-c, or for a period of three months or less or upon the deputy sheriff being assigned to specific light duties (pursuant to Section 5 above), the deputy sheriff shall be entitled to all contractually negotiated benefits. A deputy sheriff who remains on a 207-c leave for longer than a three month period shall be entitled to the payment of wages, longevity and health insurance for the period of leave in excess of three months.

