



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: **Seneca County and Seneca County Sheriff's Employees' Association (2006)**

Employer Name: **Seneca County**

Union: **Seneca County Sheriff's Employees' Association**

Effective Date: **01/01/06**

Expiration Date: **12/31/09**

PERB ID Number: **7096**

Unit Size:

Number of Pages: **39**

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/>

SENECA COUNTY
AND THE
SENECA COUNTY
SHERIFF'S
EMPLOYEES' ASSOCIATION

January 1, 2006 - December 31, 2009

1. MANAGEMENT RIGHTS

1.01 Management Rights. The Association recognizes that the management of the County, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the County. Accordingly, the County retains all rights, except as they may be specifically modified in this Agreement, including but not limited to selection and direction of the working forces; to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with the Agreement; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities, stations, etc.; to determine the work to be performed, amount of supervision necessary, equipment, methods, together with the selection, procurement, designing, engineering and the control of equipment and materials; except as they may be otherwise specifically limited in this agreement and to make reasonable and binding rules which shall not be inconsistent with the Agreement.

1.02 Recognition Clause. The employer recognizes the Seneca County Sheriff's Employees' Association, Inc. as the sole and exclusive Bargaining Agent for the purpose of collective bargaining and the administration of grievances arising thereunder, for all full-time employees of the Sheriff's Department except:

1. Sheriff
2. Undersheriff
3. Jail Administrator
4. Those full-time employees covered by the Seneca County PBA Contract
5. Chief Dispatcher
6. Part-time Employees
7. Chief Deputy

2. ASSOCIATION STATUS

2.01 Access to Premises. The Employer agrees that officers and representatives of the Association shall have reasonable access to the premises of the Employer during working hours with advance notice (24 hours) to the appropriate Employer Representative (Sheriff or Designee). Such visitation shall be for the reasons of the administration of this agreement or to discuss working conditions. The Association agrees that such activities shall not unreasonably interfere with the normal work duties of the employees. The Employer reserves the right to designate a meeting place or to provide a representative to accompany an Association Representative where operational requirements do not permit unlimited access. In case of emergencies the Sheriff may restrict access to premises.

- 2.02 Association Activities on Employer's Time and Premises. The Employer agrees that the Association Officers whose names have been submitted to the Sheriff and Personnel Officer shall, without loss of pay, be permitted to transmit communications authorized by the Association to the Employer or his representatives, consult with the Employer or his representatives concerning the enforcement of any provisions of this agreement at a mutually agreed time. Further agreed that one (1) Association Officer, from a list submitted to the Employer, shall be granted time to communicate with employees and to post Association notices and literature. When the Association Representative needs to speak with an Association Officer, he is allowed to do so outside the immediate area if the Association Representative so desires. This period of time shall not exceed 2 hours in any case. In addition to this time, the Association President or his designee shall be entitled to a minimum of five (5) days off per year, as time off from working duties to be taken and used at the discretion of the President, for the purpose of attending to Association matters, conducting Association business outside of working hours, attendance at local Association meetings and/or attendance at state and national law enforcement conferences. Nothing shall preclude the President from taking additional days off at the discretion of the Sheriff.
- 2.03 Association Business - Bulletin Boards. The Association shall have the right to post notices and other communications on one (1) bulletin board maintained on the premises of the County Sheriff's Department. This bulletin board to be labeled solely for Association use provided the bulletin board is properly maintained, kept orderly and timely, and the content of the information posted is not political, libelous or derogatory. Any time material to be posted is outside the realm of the business of the Association, it shall be approved by the Sheriff before posting by initialing same.
- 2.04 Notification of New Employees. The Employer agrees to notify the local Association President of full-time employees hired who fall under the scope of the bargaining unit. This notification to be done in writing (MSD 426 copy). The information provided will include employee's name and the status of their employment (i.e., provisional, permanent, temporary, etc.)
- 2.05 Seniority Roster. The County of Seneca shall maintain and keep current a Seniority Roster noting date of hire, current position by job title and/or classification. The Seniority Roster shall be posted and a copy delivered to the Association.
- 2.06 Contract Negotiations: Time Off. The Employer recognizes the right of the Association to designate five (5) employees to participate in contract negotiations, and therefore agrees to give time off with no loss of pay if the proposed negotiating meeting is scheduled when anyone of the designated employees is on duty.

- 2.07 Labor/Management Committee. To facilitate communications between the parties and to promote a climate conducive to constructive employee relations, a joint labor relations committee shall be established to discuss problems of mutual concern which may also concern matters of safety. The Committee shall be limited to no more than three (3) persons selected by the Association, which may include the President of the Association and two other Association members. Committee meetings shall be held upon mutual consent of the parties, as often as is necessary, but no less than once every four (4) months. The time, date and location for such meetings shall be made in advance with an agenda being submitted at least one (1) week prior to the mutually agreed upon date unless mutually waived. The meeting shall be held at reasonable hours mutually agreed upon by the parties. Employee committee members acting on behalf of the Association shall suffer no loss of time or pay as a result of attending such meeting during their regular work hours.
- 2.08 Association Stewards and Representatives. The Employer recognizes the right of the Association Officers or their designees to act as the Association's local representatives, who shall be known as "Stewards". The names shall be submitted to the Sheriff and Personnel Officer in writing by the Association. One such employee at a time shall be permitted to process grievances during regular working hours for reasonable periods of time without loss of pay. Investigations of a grievance shall not unduly interfere with the performance of duties by the individuals involved.
- 2.09 Association Stewards - Limitations. Association Stewards shall not leave their duty post without first receiving approval of the Sheriff, Undersheriff, Chief Dispatcher, or Jail Administrator. However, such approval shall not be unreasonably denied. Not more than one Association Officer and Association Steward on duty status may be involved in a grievance or grievance hearing at any one time. In no event will this activity be permitted to unduly interfere with the efficient operation of the County Sheriff's Department.
- 2.10 Association Dues - Change in Amount. Any change in the amount of Association dues to be deducted must be certified by the Association in writing to the Employer. Such change shall be implemented by the next payroll period after receipt of the certification by the Employer.
- 2.11 Payroll Deductions: Authorization. All payroll deductions authorized by the contract shall become effective the date the appropriate form designates or, if none, when it was signed by the employee and deductions from the pay of the employee shall begin by the next payroll period after receipt of the form by the Employer.

- 2.12 Association Dues: Authorization Cards. All employees covered by this Agreement who are members of the Association shall tender their membership dues to the Association by signing the authorization cards provided by the Association for payroll deduction of Association dues.
- 2.13 Association Dues: Amount. Employees who do not desire to become members of the Association shall be required to pay to the Association a service charge in the amount equal to Association dues. The Employer shall make and submit such service charge deductions to the Association in the same manner as provided for membership dues.
- 2.14 Association Dues: County Treasurer. The Employer, through the office of the County Treasurer, shall deduct Association membership dues in accordance with the amount certified by the Association to the Employer from the bi-weekly pay of all employees who have executed such authorization for payroll deduction of Association dues.
- 2.15 Printing of Agreement. The Employer shall be responsible for the full cost of the printing of this Agreement and shall provide 60 copies for distribution by the Association to all present employees in the bargaining unit. The Employer shall provide copies of the Agreement to all new employees as they are hired.
- 2.16 Paycheck Distribution. Each employee's paycheck is to be placed in a sealed envelope or one person only is responsible to deliver the paycheck.

3. EMPLOYEE STATUS

- 3.01 Probationary Employee Rights. The Association shall have the right to represent all probationary employees for the purpose of Collective Bargaining in respect to wages, salaries, hours and terms and conditions of employment specifically covered by this Agreement. No such employee shall have the right to seek relief in disciplinary action or dismissal in accordance with the disciplinary procedure until his probationary term as defined in Rule 14 of the Civil Service Rules of Seneca County has been completed. If a position is in the non-competitive or labor class defined by the Seneca County Civil Service Rules, you must have been employed full-time for a period of six (6) months before being entitled to Section 75, 76 of the Disciplinary Procedure.

When a permanent employee is promoted or transferred to a position in which he is required to serve a probationary term, the position thus vacated by him shall not be filled, except on a temporary basis, during such probationary term. At any time during such probationary term the employee shall have the right to return to his previous position at his own election. If the conduct or performance of the probationer is not satisfactory, he shall be restored to his former permanent position during or at the end of his probationary term.

- 3.02 Probationary Period Notification. New employees who successfully complete their probationary period shall be notified of their successful completion.
- 3.03 Probationary Term. No employee shall have the right to seek relief in a disciplinary action or dismissal in accordance with the disciplinary procedure as outlined in this Agreement until his probationary term, as defined in Rule 14 of the Civil Service Rules of Seneca County, has been completed.
- 3.04 Seniority - Application. Seniority shall be defined to mean an employee's continuous length of service as a full-time employee with the Seneca County Sheriff's Department since the last date of hire, and shall apply to all benefits provided by this Agreement, except as otherwise modified by this Agreement.
- 3.05 Seniority - Accrual An employee's seniority will continue to accrue during any period of absence brought about as a result of a service incurred disability, or any other paid or unpaid approved leave of absence, except as may otherwise be limited elsewhere in this Agreement.
- 3.06 Seniority - Loss. Employees shall lose their seniority for the following reasons:
- A. Resignation.
 - B. Discharge for just cause.
 - C. Absence without leave for a period of ten (10) calendar days will constitute a quit.
 - D. Failure to report to work without reasonable excuse, following a leave of absence with or without pay within 24 hours of the date the employee was to return to work.
 - E. Is laid off for a period in excess of four (4) years except that an employee shall not accrue seniority during layoff of more than one (1) year duration.
 - F. Retires.
 - G. Failure to report for work within fourteen (14) days from the date of the mailing of the notice or recall shall constitute a quit.
- NOTE: All notification by mail shall be to the last known address and be done by registered mail with return receipt requested.
- 3.07 Reinstatement. A leave of absence without pay or a resignation followed by reinstatement with the Seneca County Sheriff's Department within one (1) year shall not constitute an interruption of service for the purpose of this Article. Leaves of absence without pay and the period between resignation and reinstatement, shall not be counted in determining vacation credits.
- 3.08 Re-Allocation of Position. If an employee's position is re-allocated to a lower salary grade, the employee shall be permitted to continue at his present rate of pay during the period of incumbency. The employee shall receive the yearly negotiated wage increase which is applied to the schedule.

- 3.09 Transfer Rights and Separation. An employee who is discharged, resigns, retires or is laid off prior to taking his vacation shall be compensated for all his accumulated vacation credits on a pro-rata basis. In case of death, the employee's estate or designated beneficiary will receive full payment of all the deceased employee's accumulated vacation credits. In the event of a resignation or retirement, employees shall be paid for earned and unused vacation leave. If, however, an employee fails to give the Sheriff at least two (2) weeks notice, in writing, when terminating, and if said employee takes unauthorized leave during the required two week period, he or she forfeits payment for vacation leave in the amount equal to the amount of unauthorized leave. In case of death, the employee's estate or designated beneficiary will receive full payment of all the deceased employee's accumulated leave credits and accumulate compensatory time.
- 3.10 Review of Personnel Records.
- A. A member of the Sheriff's Department will be granted permission to review his/her personnel record anytime during the Sheriff's regular business hours upon forty-eight (48) hours notice. This review will be in the presence of the Sheriff, as custodian of all personnel records, or his designee, and the time shall be reasonable and at the convenience of the Sheriff.
- B. An employee may inspect his/her personnel record to assure that only work-related and factually accurate records are in the employee's personnel file. Any information which is not accurate or work-related will be removed by the Sheriff upon the employee's request. If the Sheriff maintains that the information is factually correct and is work-related, that employee has the internal complaint procedure policy to follow or the employee may elect to follow the grievance procedure.
- C. Such review shall not include any reports, memoranda or other documents related to pre-employment investigations. Nor shall the identity of an informant or complainant be revealed when the information provided or allegation made against a member of the Sheriff's Department was confidential in nature or the subject of a written report and was not used as evidence or proof in a department disciplinary action. An employee shall be notified in writing of any derogatory or disciplinary entry placed into his/her personnel file and will be permitted to place in his/her personnel file a response to any material filed therein if in his/her judgment the material is adverse or not justified. It is understood that the personnel file kept by the Sheriff is the official personnel file.
- 3.11 Political Restrictions. Subject to the provisions of any applicable federal, state or local laws and rule, regulation, employees covered by this agreement shall have every right to be delegates or representatives of any political party or movement and to take active part in the affairs of such political party or movement, including the nomination or election of candidates for public office, which shall not preclude their own candidacy.

3.12 Part-time Employment - Restrictions. The Employer agrees that no employee will be restricted in any way from maintaining part-time employment with any other employer, whether or not such work is related to police work, except only as may be prohibited by state, federal or local law, or any rule or regulation promulgated by the Sheriff.

4. WORK TIME

4.00 Scheduling. Scheduling shall be assigned to shifts selected on the basis of seniority, with rotating days off, two consecutive days where schedule allows. This will cover Dispatchers and Correction Officers, excluding supervision. Dispatchers shall bid every 14 weeks and Correction Officers every 7 weeks. Nothing shall preclude a change in schedule by mutual agreement between the Sheriff and the Association.

4.01 Association Notice of Layoff. It is understood and agreed that in the event the Employer plans to lay off employees in this bargaining unit for any reason, the Employer will notify the Association in writing of its plans as soon as possible prior to the date that such action is proposed to commence. Upon notification to the Association of such impending plans, a meeting shall be arranged between the parties within five (5) calendar days of such notification to review the anticipated layoff, the effect it will have on employees within the bargaining unit, and the discussion of alternative measures.

4.02 Notice of Lay Off. In the event the Employer implements such lay off, the Employer shall forward a list of those employees being laid off to the Association on the same date that the notices are issued to the employees. An employee shall be given at least thirty (30) calendar days notice that he is to be laid off.

4.03 Order of Lay Off. When such action takes place it shall be accomplished by laying off temporary employees first, provisional second, permanent contingent third, probationary fourth and then permanent employees, all in the inverse order of seniority.

4.04 Recall List. All employees who have been laid off shall be placed on a recall list.

4.05 Recall - Lay Off. When the work force is increased after a lay off, employees will be recalled according to seniority as they appear on the established preferred list. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. The Association shall be notified at the same time. Except in cases of illness substantiated by a physician's concurrence, if an employee fails to report for work within twenty (20) days from the date of mailing of the notice of recall he shall be considered a quit.

Recall rights for an employee on the established preferred list shall be for a period of time which will conform with Civil Service Law. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered mail.

- 4.06 Rehire. No new employee shall be hired until all permanent employees in a job classification on lay off status desiring to return to work have been recalled.

5. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

5.01 Overtime Distribution.

A. Overtime shall be offered on a rotation basis within classification and starting with the most senior person in each classification until a list is established for each classification.

B. If an employee is requested to work overtime and the employee does or does not work the requested overtime, that employee is still charged with the number of hours of overtime that was offered to be worked. This person then leaves the top of the list and goes to the bottom. A person then works his/her way up to the top in the same manner.

C. A new overtime list shall begin each year on January 1st and shall expire on December 31st.

D. A new employee entering any classification where he/she will be assigned shall be placed at the bottom of the list.

- 5.02 Part-time Open Shifts. Part-time employees may be used for open-shifts, then by those in the classification where over-time is needed. If not filled, then employees in other classifications who are qualified for that position may be called.

- 5.03 Overtime Rate. Overtime shall be paid at the rate of time and one-half for all hours worked over forty (40) hours in a basic week. Time paid for shall count as time worked for the computation of overtime – holiday, vacation, and sick leave.

5.04 Overtime Allocation.

- A. Those employees who elect compensatory time off in lieu of overtime payment may build a bank of 80.0 hours of compensatory time. In no case may an employee earn more than 80.0 hours of compensatory time on one calendar year. When an employee has reached the maximum of 80.0 hours, all overtime will be paid as overtime pay in accordance with the current contract. When the decision is made to take overtime as compensatory time, this time will not be allowed to be cashed in any time during the year or converted to dollars at any time except for severance pay. An employee will be allowed to carry-over a maximum of 40.0 hours per year. All carry-over will be counted towards the bank for that year. If you earn 80.0 hours in one year, you have to use 40.0 hours as one block.
- B. Employees shall, at their option, be paid time plus one-half in monies or compensatory time off, under the above guidelines.
- C. The Sheriff or his designee shall approve all overtime work before an employee starts the overtime.
- D. Employees covered by this agreement will be authorized to earn 120.0 hours of comp time between January 1 and December 31 each year as otherwise restricted by this language.

An employee may cash in up to 80.0 hours of compensation time at the appropriate rate that it was earned by the last pay in October only. Any comp time earned after this date may be taken as leave between the last pay day in October and 12/31 of that year. Comp time earned after the last pay in October may be carried over into the following year up to a maximum of 40.0 hours. This 40.0 hours must be used as time off in a block of 40.0 hours and will not be paid in cash at any time.

This new language will be used for two years only to determine if the proposal will be cost neutral. The burden of proof will be the responsibility of the County to show that the proposal is not cost neutral and the County will review that proposal with the SCSEA on 11/2007 and will continue until such time meeting is convened. Both parties must agree to continue. This language will not be subject mediation, fact finding, or arbitration of any sort. If both parties do not agree to extend the language it will expire on 12/31/07.

- 5.05 Exchanging Time. It is understood that time exchanged between employees shall not require payment of overtime.

5.06 Holiday Pay. Employees who do not work on a holiday shall receive holiday pay computed at their regular straight time hourly rate for the number of hours for which they are normally and regularly scheduled to work immediately prior to the holiday, up to a maximum of eight hours.

Employees who do work on any of the holidays listed in Article 6, Section 6.29 shall be paid the following premium rates in addition to their regular holiday pay (8 hours maximum):

A. For the first (8) hours worked: Time and One-half (Total: Example straight time + 1 ½ = 2 ½)

B. For all hours worked in excess of (8) hours: Double Time (Total: example = 2 times).

5.07 No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

5.08 Basic Work Week. A full-time employee is an employee who is regularly scheduled to work the normal forty (40) hour work week. The basic work week for the employees of the Sheriff's Department shall be forty (40) hours, consisting of five (5) work days of eight (8) hours per day, with two (2) consecutive days off, in order to facilitate orderly shift changes. This schedule applies only to office clerical and kitchen staff (non-critical employees) of the SCSEA.

5.09 Scheduled Hours. The regularly scheduled hours of work in each day shall be eight (8) hours with a minimum of ten (10) hours break between shifts, unless there is selected overtime.

5.10 Minimum Rate. A new employee shall be paid at the start rate for the position to which he/she is appointed.

5.11 Salary.

A. Wages: See attached Wage Schedules.

B. Step Movement: Employees shall move on the steps of their Grade based on their consecutive years of service in the job title on January each year in accordance with this section.

If hired before July 1st, the employee will move to the next step on the following January.

If hired on or after July 1st, the employee will move to the next step on the second January after he/she was hired.

- C. Step Movement Due to Promotion or Demotion:
If an employee is promoted to a higher title job, he or she shall go to the first step (not counting the start rate) which results in an increase.

If an employee returns to a job in a lower grade, he or she will be given credit for the total number of years in both titles.

- D. Lateral Hires:
To encourage the lateral transfer of qualified trained personnel, a new employee who transfers into the Sheriff's Department, depending on prior comparable experience may be hired at a salary step up to and including step 3 for that position, pending approval of the Sheriff and the Board of Supervisors.

CONTRACT YEAR	YEARL PAY PERIOD START DATE	YEARLY PAY PERIOD END DATE
2006 RETRO	Dec. 26, 2005	Dec. 24, 2006
2007	Dec. 25, 2006	Dec. 23, 2007
2008	Dec. 24, 2007	Dec. 21, 2008
2009	Dec. 22, 2008	Dec. 20, 2009

- 5.12 Call-in Premiums. When an employee has completed his regular daily shift, is released, and then recalled to work, he shall be guaranteed a minimum of three (3) hours premium at time plus one-half, plus all actual hours worked in excess of three (3) hours, submitted on an Authorized for Overtime Form. Having to attend court will be exempt from this section.

- 5.13 Stand-by Premiums. When an employee is required to remain at his/her home, or reachable by telephone awaiting standby or emergency call-in, he/she shall be paid a minimum of four (4) hours pay at time plus one-half of his/her normal rate of compensation.

6. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED

6.01 Vacation General Rule/Policy:

A. All vacation time must be requested in writing and approved by the Sheriff. Any vacation requested must be approved/disapproved by the Sheriff within two (2) weeks of the submitted request. All vacation time must be requested in writing at least thirty (30) days in advance of the anticipated vacation. In cases of emergency, this minimum period may be waived by the Sheriff. In the event of conflict of vacation submitted, the granting of a vacation request will be made on the basis of the date of the request, and secondly, on the basis of seniority in classification. An annual vacation schedule shall be posted on the department bulletin board.

B. The employee must have been employed the whole month in order to be credited with the accrued time. An employee who terminates his/her employment within their first twelve months of service, will not receive any accrued benefits under Article 6, Section 12 of this Agreement. In the event of termination by death of an employee, such payment may be paid to a person or persons legally designated by the employee as their beneficiary or estate.

- 6.02 Vacation: Additional Days. This vacation shall be taken in the calendar year beginning January 1 following their date of hire. Employees will be eligible to take the two week vacation benefit defined in Section 1 during the calendar year beginning the second January 1 following their date of hire. Employees who become eligible for the additional days of benefits as defined in Section 1 above, shall be eligible to take the additional days benefit between their anniversary date and the next following January 1.
- 6.03 Vacation Accrual. An employee must have been employed a full month in order to be credited with accrued time. An employee who terminates employment within the first twelve (12) months of service, will not receive any vacation benefits provided under this article.
- 6.04 Vacation Selection. Vacations will be selected within each work unit. If an employee is on temporary assignment, he will be allowed to take his vacation that he previously selected with the unit to which he is permanently assigned. An employee who is on temporary assignment and who has not already selected his vacation shall make such selection with the unit to which he is temporarily assigned.
- 6.05 Unit Defined. For the purposes of this Agreement, such units are defined as follows:
- | | |
|-------------|-----------------|
| Correction | Kitchen |
| Dispatch | Office Clerical |
| Supervision | |
- 6.06 Vacation Periods. Vacation periods shall be from January 1st to December 31st of each year.
- 6.07 Commence Vacation. Employees shall have the right to commence their vacation on any day of their regularly scheduled tour of duty.

6.08 Pro-Rata Vacation Chart. An employee shall receive during his first year of employment a pro-rata vacation benefit in accordance with the following schedule:

<u>EMPLOYEES HIRED IN</u>	<u>40 HOURS PER WEEK</u>
January	88.00 hours
February	80.00 hours
March	71.50 hours
April	63.00 hours
May	63.00 hours
June	55.00 hours
July	46.50 hours
August	40.00 hours
September	40.00 hours
October	40.00 hours
November	40.00 hours
December	40.00 hours

6.09 Six Month Vacation Time. A new employee hired between January 1st of a calendar year and May 1st of a calendar year will receive 40.0 hours of vacation after six months of employment in accordance with their normal work week. This clause does not prohibit an employee from also accruing vacation time in accordance with Article 6, Section 6.08.

6.10 Vacation Schedule. All employees who are employed by the County shall use the following vacation schedule:

<u>YEARS OF SERVICE SCHEDULE</u>	<u>DAYS OF VACATION</u> <u>40 HOURS PER WEEK</u>
1 - 5 years	88.00 hours
6 years	96.00 hours
7 years	104.00 hours
8 years	112.00 hours
9 years	128.00 hours
12 years	144.00 hours
15 years	168.00 hours

All employees covered by this Agreement shall be granted a paid vacation for each calendar year or part thereof, in the succeeding calendar year.

6.10a Vacation Blocks. All employees with 104 hours of vacation time or more are required to take 40.0 hours (5 days) in a block, one per year. The Sheriff may at his discretion suspend this requirement.

- 6.11 Vacation - Termination Amount. An employee who is discharged, resigns, retires or is laid off prior to taking his vacation he/she shall be compensated for all his/her accumulated vacation credits on a pro-rata basis. In case of death, the employee's estate or designated beneficiary will receive full payment of all deceased employee's accumulated leave credits (excluding personal leave) and any other cash benefits to which they may be entitled pursuant to this Agreement.
- 6.12 Vacation: Payment Pro-Rata. An employee shall receive pro-rata vacation benefits of the rate of one twelfth (1/12) of the vacation entitlement the employee would have received if the employee had not terminated for each full month the employee had worked in that year. Example: An employee who has twenty (20) vacation days as an earned right and who terminates in June, shall receive one half (1/2) or 10 days of vacation pay.
- 6.13 Carry-over Vacation. There will be no carry-over of vacation from year to year. All unused vacation time will be forfeited. Every effort will be made by the employer to allow each employee to use all vacation time. Except in the event the employer declares an emergency that prevents the employee from using already scheduled vacation time, and if the vacation cannot be rescheduled by the employee in that year, the employee will be paid for the cancelled vacation in the first pay period of the following year. Cancellation of approved vacation time shall be in writing and a copy submitted to the Personnel Officer.
- 6.14 Sick Leave Accumulation. All employees shall accumulate one day of sick leave for every month of employment. Any employee who is absent from work due to illness for more than three (3) days shall present a doctor's certificate to the Sheriff stating the employee may return to work without restrictions. Any employee who has accumulated (60) days or more of sick leave will not have to present a doctor's certificate to the Sheriff until out of work in excess of five (5) working days. For employees hired previous to July 1, 1976, all accumulated sick leave will be paid upon termination or retirement up to sixty (60) days, provided proper records have been filed each and every pay period with the Personnel Office. The Personnel Officer must verify records before payment is made. Employees hired on or after July 1, 1976 will not be paid for any accumulated sick leave upon termination or retirement. For those employees hired before July 1, 1976 who are entitled up to sixty (60) days of sick leave payment upon termination or retirement, the rate of payment shall be frozen at the December 29, 1984 level of compensation.
- 6.14A Sick Time Incentive. Those employees covered by this Agreement will be paid a Sick Leave Incentive of \$1,000 for each calendar year (1/1-12/31) of the contract if (8) hours or less of sick time is used during the established date line. Those employees covered by this Agreement will be paid a sick incentive of \$500 if no more than (24) hours of sick time is taken in the established date line above.

Any employee in the unit that is out of work for a job related illness or injury for more the 240 hours will vacate the right to participate in this benefit in that year.

- 6.15 Sick Time: Reasons For. Sick leave may be taken only in the event of sickness which may be defined as illness (including mental), bodily injury or quarantine. The employee may be absent for three consecutive days without providing a physician's certificate. After three (3) consecutive days of absence a physician's certificate may be required at the end of each calendar month. Any employee who is hospitalized, regardless of the number of days out of work, shall present a doctor's certificate stating the employee may return to work without restrictions to the Sheriff.
- 6.16 Notification of Employer (Sick). An employee who, because of either job related or non-job related illness or injury, will not be able to report for his assigned work shift shall notify or cause notification to be made to the Sheriff's Department at least ninety (90) minutes before the time specified for the beginning of their work day or as soon as is reasonably possible. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to their superior.
- 6.17 Notification of Employer (Frequency). In the event no sick leave notification is made within thirty (30) minutes after the start of the work day, or after an employee becomes sick or ill and leaves work, the Sheriff shall consider and handle the employee's absence as an absence without pay, unless the employee can later substantiate and document that it was impossible to make or cause such notification. Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested unless this requirement is expressly waived by the Sheriff.
- 6.18 Physician's Certificate: Content. The certificate by the physician shall indicate the employee was unable to perform his normal duties during the time of sick leave.
- 6.19 Physicians Certificate. Failure of an employee to submit physician's certificate as required may cause such employee's time to be considered as absence without pay. The employer may require the employee to submit the required physician's certificate before employee resumes work, or may require the employee to submit to an examination by the County Physician at the employee's expense.

- 6.20 Required Physical Exam to Continue Employment. In the event any illness or injury exceeds thirty (30) calendar days, or the employer has good reason to believe that an employee is no longer physically able to continue in his regular duties, or doubts the validity of his absence, the employer may require a full physical examination by a physician selected by the employer and at the employer's expense.
- 6.21 Third Physician Opinion. Should a disagreement arise between the employer's physician and the employee's physician over the physical fitness of an employee to continue in his job duties, then a third physician mutually agreed upon and selected by the two (2) physicians shall make the final determination. The full cost of the services of the third physician shall be borne by the employer. This determination shall satisfy the provision of Section 72 of the Civil Service Law.
- 6.22 Definition of Physician. For purposes of this Article the term physician shall apply to any doctor of medicine, dentistry, chiropractic, or osteopathy licensed to practice in New York State.
- 6.23 Sick Time: Out of Title - Time Limits. Employees working out of title, or temporarily assigned to a different classification shall be paid the regular rate of his permanent assignment, or the rate of the temporary assignment, whichever is higher. In the event of sick leave while so assigned, absences of 4 days or more shall be paid at the rate of the regular assignment.
- 6.24 Sick Leave: Use of For Immediate Family. All employees may be allowed to use accumulated sick leave for any serious illness in the immediate family. Immediate family shall be defined as: spouse, mother, father, acting guardian by law, sister, brother, son, daughter, father-in-law and mother-in-law.
- 6.25 Maternity Leave. Pregnancy is defined as a temporary physical condition and will be treated as personal sick leave in the following manner:
- A. Notice that the condition of pregnancy exists shall be given in writing to the Department Head and Personnel Officer when the condition has been confirmed by the individual's physician in writing.
 - B. The individual shall terminate her work no later than prescribed by the attending physician. The employee shall notify the Department Head and Personnel Officer of her intent to take such sick leave, and except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which such leave is to begin.
 - C. The individual shall return to work ten (10) days after notifying the Department Head and Personnel Officer of being released to do so by the attending physician. Such release shall be in writing.
 - D. Upon the exhaustion of sick leave credits, the individual may use any accumulated compensatory time, vacation or personal time to which she may be entitled.

- E. Failure to return to work as within the time period under (C) above will relieve the County of any obligation to re-employ the individual, unless provisions for an unpaid maternity leave are made.
- F. In no case shall maternity leave be granted to exceed six (6) months from date of birth.

6.26 Disability - Pregnancy. Disability resulting from pregnancy or child birth shall be considered as sick leave, and shall be subject to the same provisions governing any sick leave.

6.27 Personal Leave. Personal leave is leave with pay for personal business, including religious observances.

Personal leave shall not be cumulative and no part thereof shall be carried over from one calendar year to another. Unused personal leave shall not be liquidated into cash at the time of separation, retirement or death.

Personal leave shall be granted only by prior approval of the Sheriff and only at a time convenient to the Department, and may be taken in multiples of not less than one (1) hour.

All employees as of January 1 of a calendar year will be credited with four (4) personal days leave per calendar year. All employees hired before July 1 of a calendar year will receive four (4) personal days leave for the remainder of the calendar year in which they are employed. All employees hired on or between July 1 and September 30 of a calendar year will receive two (2) personal days leave for the remainder of the calendar year in which they are employed. All employees hired after September 30 of a calendar year will not receive any personal days leave or floating holiday for the remainder of the calendar year in which they are employed. Unused personal leave hours shall be added to an employee's accumulated sick leave at the end of each year. The maximum allowed will be 32.0 hours for a 40.0 hour per week employee.

6.28 Holidays. The following days shall be designated as excused holidays for all employees:

- | | |
|---------------------------|------------------------|
| NEW YEAR'S DAY | COLUMBUS DAY |
| MARTIN LUTHER KING'S BDAY | ELECTION DAY |
| PRESIDENT'S DAY | VETERAN'S DAY |
| MEMORIAL DAY | THANKSGIVING DAY |
| FOURTH OF JULY | DAY AFTER THANKSGIVING |
| LABOR DAY | CHRISTMAS DAY |

A Floating Holiday is to be designated by the employee with the consent of the Sheriff. Such consent is not to be unreasonably withheld.

When a legal holiday falls on Saturday, the preceding day will be observed. When a legal holiday falls on Sunday, the following day will be observed. This language will only apply to clerical and civil department employees. All other employees will observe holidays on the actual day they fall.

6.29 Discretionary Holidays. None of these provisions shall be construed as preventing the Sheriff from granting employees additional days off and pay if such day is so designated by the President of the United States or the Governor of New York State when approved by the Chairman of the County Board of Supervisors may within the law and its discretion, designate as a day off for employees.

6.30 Bereavement Leave. In the event of death of one of the following members of an employee's family; spouse, children, parent (including foster or step parents), mother-in-law, father-in-law, brother, sister, grandparents, grandchildren or other relatives who are a member of his/her household, the employee shall be excused from his/her work at his/her request to attend the funeral and shall be paid on a daily rate basis for a total of five (5) days; providing that all of those days were regularly scheduled work days of the employee.

In the event of death of the employee's brother-in-law, sister-in-law, spouse's grandparents, the employee shall be excused from work at his request to attend the funeral and shall be paid on a daily basis for a total of three (3) days; provided the employee was regularly scheduled to work on those days.

6.31 Military Leave. County employees who are members of military reserve units and are required to go on active duty for training purposes shall be entitled to leave without loss of pay. For such time as is necessary to fulfill such military training obligations, but not exceeding a total of thirty (30) days or twenty-two (22) working days whichever is greater, in any one continuous period of such absence.

Payment shall not be made to such employee unless a copy of the military orders are submitted to the Sheriff.

6.32 Authorization Hold Back One Week Pay. The County will be authorized to hold back one (1) week of pay upon an employee being hired.

7. UNPAID TIME OFF

7.01 Leave of Absence-Requirements. A leave of absence without pay, not to exceed one year may be granted to a full-time permanent employee of the Sheriff's Department. No leave of absences shall be granted to allow the employee to take another full-time position.

After the 3rd year..... Current percentage
Paid for Rest of Membership
(Current Contract – 85% / 15% / 8.01)

Sign-up. All employees shall be eligible for membership in Seneca County's Health Insurance Plans. All employees must enroll in Seneca County's Group Health Insurance within sixty (60) days from the date of their employment or wait until the next open enrollment period. Only employees starting their employment on the first day (or first Monday) of the month will be eligible to join in that month. Those employees who do not begin employment on the first day (or first Monday) of the month will be eligible to join on the first day of the following month.

The County will continue the following riders to their Blue Cross-Blue Shield plan and will continue these riders in effect as long as the Blue Cross-Blue Shield percentage of participation of employees is met:

A. Maternity benefits as mandated by the Federal Government.

If an employee leaves the County service prior to paying his or her share of the Blue Cross-Blue Shield for the month in which separation occurs, the County Self-Insurance Manager will be authorized to cancel the policy effective the first day of the month the termination took place. If the employee would like coverage to the last day of the month in which the separation occurs, a check for the employee's remaining share must be given to the Seneca County Self-Insurance Manager.

- 8.01a H.M.O. Option. The employee shall have the option to enroll in a H.M.O. called Blue Choice with the employer contributing at the same percentage as shown in Section 8.01.
- 8.01b The County has the right to investigate the possibility of looking into other insurance plans or plan options and will work closely with representatives of the SCSEA in order to foster changes which the County and the SCSEA can agree.
- 8.02 Retirement. All employees shall be eligible for membership in the New York State Retirement System Section 75I commonly known as the New Career Plan and their contribution shall be fully paid for by the County. Employees hired after July 26, 1976, pursuant to New York State Retirement Law, must contribute 3% of their annual earnings to the Retirement System. Effective January 1, 1994, the County shall add the sick Leave Rider known as Section 41J.
- 8.02a Employees in the Sheriff's Department who are eligible under 89P and 603-1 shall be eligible to be members under the terms and conditions stated in such plans.

9. MONETARY BENEFITS: MISCELLANEOUS

- 9.01 Initial Issuance (New Employees Only). The Sheriff shall provide NEW uniforms and equipment to all full-time uniformed Correction Officers and Dispatchers. Personnel who, at the discretion of the Sheriff, shall be ordered to wear uniforms that are not described above shall be provided those items as designated by the Sheriff. This shall be considered the officer's initial issuance. The initial issuance shall be provided to new officers within thirty (30) days of the starting date or as soon thereafter as possible.
- 9.01a Initial Issuance. Any change that is made in the standard uniform issuance, the cost shall be borne by the County for all present employees. Unless the item is presented by the bargaining unit to be considered by the Sheriff as a standard piece of equipment, and approved.
- 9.02 Return of Uniform. The Sheriff shall prescribe the uniforms to be worn by employees on duty. All items shall be consistent with standards established by the Sheriff in conformance with Uniform standards of the New York State Sheriff's Association. Employees shall be subject to inspection to insure compliance with standards and issuance maintenance. Uniforms and equipment provided by the Sheriff shall be used by employees while performing their official duties in the service of the Sheriff's Department only. Any other use not specifically authorized by the Sheriff shall be subject to disciplinary action.
- 9.03 Uniforms and Termination/Final Check. When an employee terminates employment with the Sheriff's Department, he shall return his issuance prior to receipt of his final pay check. Failure to do so shall require the employee to be liable for the value of such items.
- 9.04 Repair and Replacement Specific Circumstances. All equipment with the exception of clothing, i.e.: pants, shirt, tie, hat boots/shoes, and coat shall be repaired and/or replaced by the County, unless the item is damaged or lost as a result of negligence on the part of the Officer, whereby, the employee shall be responsible for the repair or replacement costs. An employee who loses his badge through negligence shall be obligated to reimburse the Sheriff for the cost of replacement.
- 9.05 Maintenance and Replacement Allowance. Each Correction Officer and Dispatcher will receive a uniform, equipment and clothing allowance in the amount of \$1,000.00 per year. All new employees hired after 1/1/06 will receive a \$750.00 clothing allowance for the life of contract. This allowance will also be used for any dry cleaning costs the employee may incur in the maintenance of uniforms.

On January 30 of each year one-half (1/2) of the allowance will be paid to the employee, and on June 30 of each year the remaining half (1/2) will be paid. Such benefit shall not be deemed compensation for any purpose.

Effective with the signing of this Agreement, new employees shall not be eligible for any uniform allowance for 12 months after their initial issuance of equipment. In the first calendar year after twelve months from the initial issuance, the employee shall receive a pro-rata portion of the uniform allowance. Thereafter, the employee will receive the uniform allowance as set forth in the contract. For example, if an employee is hired on June 15, 2001 and another hired on October 15, 2001, they shall receive the following uniform allowance payments for:

Hire Date	2005	2006		2007	
		January	July	January	July
6/15/05	Initial issuance	-0-	$\frac{.5 \text{ mos.} \times 500}{6} = \42	\$500.00	\$500.00
10/15/05	Initial issuance	-0-	-0-	$\frac{2.5 \text{ mos} \times 500}{6} = \209	\$500

9.06 Repair and Replacement Costs. In the judgment of the Sheriff, the County shall replace or repair any glasses and dentures if damaged in the line of duty, provided the loss of same and the circumstances surrounding the loss are promptly reported to the superior officer of the shift. The County will also provide up to \$40.00 toward the purchase of Contact Lens Insurance.

9.06a Corrections Initial Issuance

- 3-Trousers, black dress BDU
- 3-Heather grey s/s with patches
- 1-Heather grey l/s with patches
- 1-Pair black boots or shoes
- 1-Pant belt, black nylon w/reversible Velcro
- 1-Nylon duty belt
- 4-Black nylon belt keepers
- 1-Off duty badge w/wallet
- 1-Winter coat #2304Z tadel black w/patches
- 1-Black duty sweater w/patches
- 1-Black nylon glove pouch
- 1-Black nylon handcuff case
- 1-Pair handcuff
- 1-Handcuff key
- 2-Badges (shirt and jacket/sweater)
- 2-Nameplates (shirt and jacket/sweater)
- 1-Collar brass
- 1-Black tie

- 1-Tie tack
- 1-Black nylon radio holder
- 1-Rechargeable streamlight flashlight
- 1-Black nylon flashlight holder
- 1-Baseball cap w/sheriff patch
- 1-Keychain

Optional equipment to be assigned as needed:

- 1-gunbelt
- 1-handgun, department issue
- 1-holster
- 1-handgun lock
- 1-clips and holder
- 1-handcuffs and case
- 1-sweater, gray
- 2-belt keepers
- 1-shooters pin
- stripes as needed

9.06b Communications Officers Initial Issuance:

- 3-trousers, black "BDU'S"
- 3-short sleeves shirts, blue/gray, w/black sheriff patches both sleeves
- 1-long sleeve shirt, blue/gray, w/blue sheriff patches both sleeves
- 1-off duty badge and case
- 1-black tie and tie tack
- 2-badges
- 1-set collar brass
- 1-pair black shoes
- 2-nameplates
- 1-pant belt, black
- 1-sweater, black w/sheriff patches both sleeves
- 1-winter coat (#2304Z tactel, black)

Optional equipment to be assigned as needed

- 1-baseball cap, black w/sheriff's patch

9.07 Mileage Allowance. Whenever an employee is required to use his personally owned automobile in the conduct of the County's business, he shall be reimbursed for such use at the rate of (.36) cents per mile. When the Sheriff authorizes the Employee to use his personal automobile on county business, such Employee shall be reimbursed at the current mileage rate. All mileage claims shall be submitted to the Sheriff for approval prior to submission to the Clerk to the Board of Supervisors for payment.

- 9.08 Longevity. To express appreciation to the employees who have faithfully served the County over the years, the following longevity plan shall apply for full-time employees only: After ten (10) years of continuous service \$300; after fifteen (15) years of continuous service \$300; after twenty (20) years of continuous service \$300; after twenty-five years of continuous service \$300; for a total of \$1,200.
- 9.09 Longevity Paid. Employees shall be eligible for longevity increments on their anniversary date of hire with the County of Seneca.
- 9.10 Out of Title Work. An employee who works in another classification in which he/she is qualified will receive the starting rate of pay of that classification if that rate is higher than their salary or will move up to the step in the new position which provides an increase in pay.
- 9.11 Degree Differential. The following schedule will be followed for full-time employees who hold a Master's Degree, Bachelor's Degree or Associate's Degree in a field related to their positions not required to secure that position.

Master's Degree	\$325
Bachelor's Degree	\$275
Associate's Degree	\$225

It must be decided by the Sheriff that the degree is in a related field.

10. DISCIPLINE AND DISCHARGE PROCEDURES

- 10.01 Preface. The following procedures shall be utilized for disciplinary and discharge matters for all labor and non-competitive class employees covered by this Agreement who have completed their initial probationary employment with the County. It is the intent of this Section to provide for a swift and judicious alternative for handling discipline and discharge matters in lieu of Section 75 and 76. However, the parties fully understand and agree that those employees who are eligible shall continue to receive rights afforded by Section 75 and 76 in disciplinary matters unless by individual choice said person waives his statutory protection to Section 75 and 76 and elects the Discipline and Discharge procedures as outlined below. If such alternate procedure is followed, the affected employee shall relinquish any and all rights that were previously granted by Section 75 and 76 of the New York State Civil Service Law.

Disciplinary action shall consist of written reprimands, suspension, demotion, discharge, fines, loss of leave credits or any combination thereof.

10.02 Notice. Whenever the employer seeks imposition of any of the above, the employee shall be served a written notice of the specific charges being brought against him and the proposed penalty. The notice of discipline shall contain a detailed description of the charges, including dates, times, places and the rules and regulations alleged to have been violated. A copy of the charges shall be sent to the Association at the same time it is sent to the employee.

Employees will be presumed innocent until proven guilty and the burden of proof shall be the employer's.

10.03 Employer Options. No disciplinary action or measure shall be imposed upon an employee prior to the exhaustion of the appeal procedure set forth herein except letters of reprimand – suspension up to three days – loss of leave credits up to three days. An employee may, however, be suspended without pay pending the outcome of such proceedings only if the employer determines that there is probable cause to believe that the employee's continued presence on the job represents a reasonable expectation of danger to persons or property, or would severely interfere with the orderly operation of the department or substantially discredit the department. Suspension without pay may not exceed thirty (30) calendar days. (For the purpose of this article, gross, open insubordination shall be one item construed as severely interfering with the orderly operation of the department). Before any suspension begins, the disciplined employee, upon his request, will be allowed to discuss the matter with his Association steward or other authorized representative of the Association. Disciplinary charges must be served within fifteen (15) workdays of any official verbal notification, or the disciplinary action shall become null and void.

10.04 Appeals Procedure. An employee against whom disciplinary charges are brought shall have the right to appeal such action. Upon receipt of such notification, an employee shall have eight (8) calendar days to file with the Sheriff a written response to the charges, a copy of which shall be sent to the Association. The employee in his response may deny the charges, may admit the charges and accept the penalty proposed, or admit the charges but reject the penalty proposed. Should the employee deny the charges, or admit the charges but reject the penalty proposed, he shall also include in his response whether he desires to utilize Section 75 and 76 of the Civil Service Law or procedures set forth in this Article, and whether he desires to be represented by the Association or his own attorney.

- 10.05 Penalty Implementation. Except as provided in Section 10.03 of this Article, it is understood that any penalty proposed may not be implemented until the employee:
- (a) Fails to file a response within ten (10) workdays of the service of notification of discipline, or
 - (b) Having filed a disciplinary grievance response, fails to file a timely appeal to arbitration, or a request for a Civil Service hearing, whichever the case may be, or
 - (c) Having appealed to arbitration, until and to the extent that it is upheld by a disciplinary arbitrator.
- 10.06 Response - Time Table. In any case where an employee in his response to charges disagrees with the penalty proposed or denies the charges brought against him, he may grieve the matter within ten (10) work days. The Sheriff or his designee and the Personnel Officer shall meet with the Association Representative within ten (10) work days of receipt of the employee's response or grievance in an effort to resolve the matter. Any settlement shall be reduced to writing. Under no circumstances may an employee be required to execute a settlement without being afforded a reasonable opportunity to have a representative of the Association or his own attorney present. A copy of any settlement shall be provided to the Association.
- 10.07 Arbitration - Time Table for Filing. If the matter is not resolved at the meeting with the Sheriff or his designee and the Personnel Officer, then the Association, within ten (10) work days of the date the meeting held, may file for arbitration as provided for under Article 13.12 of the Agreement, or request a Civil Service hearing, whichever the case may be.
- 10.08 Arbitrators - Limitations. Disciplinary arbitrators shall confine themselves to determination of whether an employee is guilty or innocent of the charges being brought against him, and whether the proposed penalty is appropriate. Such arbitrators shall neither add to, subtract from, nor modify any provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, or penalty shall be final and binding upon the parties. In any case, the burden of proof shall rest with the employer.
- 10.09 Inspection of Records. Either party may inspect and copy, upon request, any written statements of witnesses or records which are relevant to the disciplinary charges and which are in possession of the other party in advance of the date of such proceeding.

- 10.10 Loss of Leave Credits or Time. The Association President or his designee, the aggrieved employee, and necessary employee witnesses shall not suffer any loss of time or pay, or be required to charge accrued leave credits as the result of time spent in any disciplinary hearing or arbitration proceeding during their regular working hours.
- 10.11 No Adverse Affects. No employee shall be coerced or intimidated, or suffer any reprisal, either directly or indirectly, including charges that may adversely affect his hours, wages, or working conditions, as the result of this exercising the rights guaranteed by this Agreement.
- 10.12 Changes in Shifts or Assignments. Work shift changes or re-assignments shall not be made for the purpose of imposing discipline, except in cases of demotion. In cases where criminal charges are pending against an employee, the effect of which may seriously affect the employee's ability to carry out the responsibilities of his job assignment, such temporary changes may be made, but only until final disposition on the matter is made by appropriate court action.
- 10.13 Time Limits on Charges. No employee shall be brought up on disciplinary charges for acts which occurred more than eighteen (18) months prior to the serving of disciplinary charges upon him, except that the above limit shall not apply to acts which, if proved in a court of appropriate jurisdiction would constitute a crime.
- 10.14 Time Limits Waiver. Subject to a mutual written agreement between the Association and the Seneca County Personnel Officer, the time limits hereinabove may be waived.
- 10.15 Disciplinary Arbitration Limitation. The Disciplinary Arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of this Agreement, or any amendments or supplement thereto or to add new provisions to this Agreement or any amendment or supplement thereto.

The Disciplinary Arbitrator shall be limited to determining guilt or innocence and the appropriateness of the proposed penalty

The decision of the Arbitrator shall be final and binding upon all parties.

- 10.16 Fees and Expenses. The fees and expenses of the arbitrator and the costs of the hearing room shall be shared equally by the employer and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of divided costs nor of the expense of witnesses or participants called by the other.

- 10.17 Suspension Unwarranted. If in any case where an employee has been suspended without pay, an arbitrator finds that such suspension was unwarranted, then the employee shall be compensated for all lost wages as determined by the arbitrator with the restoration of all benefits, less the amount of compensation received from Unemployment Insurance benefits.
- 10.18 Oral Reprimands. All discipline including oral reprimands shall be done in private and not in front of other employees or the public whenever possible.
- 10.19 Initial Notification. Prior to any disciplinary action, the affected employee(s) shall be told that they are being subjected to discipline.
- 10.20 Notification of Association President. Prior to any discipline, the employer shall notify the Association President or his designated representative that discipline is contemplated and that the employee(s) has the right to have their Association Representative present during any such proceeding.

11. DEPARTMENTAL INVESTIGATIONS

- 11.01 Responsibilities of the Employer. Because of the important public trust exercised by all members of the Seneca County Sheriff's Department and the importance of maintaining that trust and the integrity of the department, it is the responsibility of the department to investigate promptly and thoroughly every complaint and accusation made against a member of the department in order to protect the employee, the department, and the residents of Seneca County. All investigations shall be conducted in a manner conducive to good order and discipline.
- 11.02 Responsibilities of Employees. All employees shall have the responsibility to assist and expedite such investigations and, when requested, to furnish information or to give statements as witnesses. It is the responsibility of any employee who is the subject of the investigation to give a response accounting of his public trust.

During the course of an administrative investigation, neither an employee who is the subject of the investigation, nor any other employee shall be allowed to refuse to answer any questions asked of them pertaining to the investigation. If there is an indication that criminal charges might ensue, the employee shall be apprised of his constitutional rights.

11.03 Questioning of Employees. Any questioning of an employee shall be at a reasonable hour and, if possible, during the employee's regular tour of duty. The questioning, if possible, shall be at a police facility.

Before any questioning begins, the employee shall be informed he is a potential witness or subject of the investigation at that time. He also shall be informed who will be in attendance. If the employee is a potential subject, he shall be informed of the specific purpose of the investigation.

All questioning of an employee shall be conducted in a reasonable manner free of any threats, promises, and intimidation.

When an employee is questioned, and that employee is the subject of the investigation, or when it becomes apparent that he could become a subject of the investigation, he shall be afforded an opportunity to consult with an Association representative for a reasonable time before questioning begins, or continues, as the case may be.

An employee, who is the subject of an investigation, shall be advised that he has the right to have an Association representative present during the questioning if he so desires. The employee may waive this right.

The procedural requirements set forth above shall not apply to circumstances relating to ordinary supervisory inquiries into the official duties and responsibilities of an employee, but rather when a departmental personnel investigation is underway.

12. BUSINESS OR EMPLOYMENT INTERRUPTION

12.01 Strike Pledge. Pursuant to the Public Employees Fair Employment Act, the Association hereby affirms that it does not assert the right to strike against the County, to assist or participate in any strike or to impose an obligation upon its membership to conduct, assist or participate in any such strike.

13. GRIEVANCE ADJUSTMENT

13.01 Preface. For the purpose of this Agreement, a grievance shall be defined as a dispute or controversy between an individual employee or the Association covered by this Agreement and the Employer, arising out of the application, interpretation, or alleged violation of this Agreement.

It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this Agreement does not apply to, and is not intended as a substitute or alternative for any action permitted by, or required of, the Employer, under any Article of the State or Local Civil Service Law or Rule.

The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedure.

- 13.02 Procedure and Time Limits: Step One. Grievances shall be presented orally by the aggrieved employee or the Association to his immediate supervisor (regardless of whether that supervisor is a member of the negotiating unit), with or without his Association representative, at the employee's option, and within five (5) departmental working days from the date of knowledge of the cause or occurrence giving rise to the grievance. If discussion of the grievance with the immediate supervisor does not result in resolution of the grievance, then:
- 13.03 Procedure and Time Limits: Step Two. The aggrieved employee shall submit his signed written grievance to the Sheriff within ten (10) working days from the date of the initial discussion of the grievance with his immediate supervisor. After receipt of a written grievance at this step, the Sheriff shall convene a meeting between the aggrieved employee, the Personnel Officer, his Association Representative and the Sheriff or other representative of the Sheriff within ten (10) working days of the date the written grievance was received by him, for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, then not later than five (5) working days following the date the meeting occurred, the Sheriff will deliver to the aggrieved employee and his Association Representative, its decision on the grievance in writing. If that decision is unacceptable to the employee, then within five (5) working days:
- 13.04 Procedure and Time Limits: Step Three. The aggrieved employee may then submit his grievance to the Chairman of the Board of Supervisors or designee who, within ten (10) working days after he receives the written grievance, will convene a meeting between the aggrieved employee, his Association Representative and the Chairman of the Board of Supervisors, or designee, or other representatives of the employer, for the purpose of resolving the grievance. The answer must be in writing and delivered to the employee and Association within ten (10) working days after the meeting. If the grievance is not resolved as a result of this meeting, the grievance may be submitted to arbitration.
- 13.05 Automatically Moving of Grievance. Failure to give an answer within the specified time limits set forth above shall automatically move the grievance to the next step; however, time limits in each step may be extended by written mutual agreement.

- 13.06 Procedure and Time Limits: Arbitration Step. In the event that a grievance is unresolved after being processed through all the steps of the grievance procedure or having moved through the grievance procedure by default, then no later than twenty-eight (28) calendar days after the third step procedures are complete, or twenty-eight (28) calendar days after the time limits required by the steps in the grievance procedure have run, the Association may submit the grievance to arbitration by requesting the service of the P.E.R.B.
- 13.07 Limitations on Arbitrator. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement, and shall be requested to render an award within thirty (30) days of the closing of the hearings.
- 13.08 Retroactive Adjustments. No decision of an arbitrator or of the employer in any grievance case shall create the basis for retroactive adjustment of more than thirty (30) days prior to the filing of the grievance or other adjustment in any other case.
- 13.09 Number of Grievances to be Discussed. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.
- 13.10 Fees and Expenses. The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and the costs of the hearing room shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expense of witnesses or participants called by the other.
- 13.11 Other Avenues and Forfeits. When an employee avails himself of an avenue other than the grievance procedure, he shall forfeit all his rights to the grievance procedure.
- 13.12 Arbitration Procedure. In the event that the Association desires to submit an unresolved grievance to arbitration, a notice of the demand for arbitration together with a copy of the grievance shall be sent by registered or certified mail to the Sheriff, the Personnel Officer, and the New York State Public Employment Relations Board, which shall select the arbitrator according to its rules of procedure.
- 13.12a Expedited Arbitration for Terminations

In the event an employee is terminated, the parties agree that any timely grievance which challenges the termination shall be processed in accordance with this expedited procedure.

- A. The parties agree the grievance shall proceed directly to the third step if the decision is to proceed to arbitration, it must be made and communicated to the County within 10 days of the termination decision.
- B. Arbitrator's shall be selected from a list mutually agreed upon by the parties. Arbitrators will be selected in order with the first one able to set a convenient hearing date and complete the hearings within 45 days of the termination. Each time, arbitrators will be solicited starting with the name following the arbitrator who decided the last case under this procedure. The parties must make themselves available to comply with the arbitrator's schedule.
- C. The arbitrator shall issue a decision within sixty days of the date of termination.
- D. The arbitrator will decide the briefing schedule if there is to be one.
- E. The arbitrator's power shall be the same under this procedure as they are for grievances under the non-expedited procedure.

13.13 Definitions:

- A. "Employer" shall mean the County of Seneca.
- B. "Association" shall mean the Seneca County Sheriff's Employees' Association, inc.
- C. "Employee" shall mean any person or persons covered by the terms of this agreement.
- D. "Grievant" shall mean any employee, groups of employees, or the Association acting on behalf of same, alleging a grievance.
- E. "Immediate Supervisor" shall mean the officer of the next higher level of authority who normally supervises the employee's work and approves his time record or evaluates his work performance.
- F. "Days" shall mean all days other than Saturdays, Sundays and legal holidays shall be excluded computing the number of days within which action must be taken or notice given within the terms of this grievance procedure.

13.13a Guidelines.

- A. No provision in this Agreement shall be interpreted to require the Association to process a grievance of an employee at any state of the grievance procedure if the Association considers the grievance to be without merit.

B. The arbitrator shall have no authority to make an award retroactive more than 30 days beyond the date of the initial presentation of the grievance or other adjustment in any other case.

C. In the case of a class action grievance, the grievance may be submitted directly to the Sheriff or his designee.

14. MISCELLANY

14.01 Statutory Provisions. It is understood 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 therefore shall not become effective until the appropriate legislative body has given approval.

14.02 State Law Declaration. Should any provision of this Agreement be declared unlawful by any Court or competent jurisdiction, the parties shall honor the remainder of the Agreement and shall meet for the purpose of renegotiating the portion declared unlawful.

14.03 MANAGEMENT Committee - Staff Representative. Staff representatives of the Association may render assistance to the "Labor Management Committee" as necessary to fulfill the objectives of this Article and may participate in all such meetings.

14.04 General Provision - Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, disability, religion, national origin, or political affiliation.

14.05 General Provisions - Gender. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female.

14.06 General Provisions - Association Membership (Non-Interference). The employer agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint or coercion by the employer or any employer representative against any employee because of Association membership or because of any employee activity permissible under the Taylor Law and this Agreement in an official capacity on behalf of the Association.

- 14.07 Training. All employees shall complete the Mandatory basic training required for their rank. Basic training shall coincide with the employee's work week. In-service training, seminar and institutes required by the Sheriff shall be a duty assignment. Every effort shall be made by the Sheriff or his designee to honor prior commitments of the employee before enrollment in any training school with the exclusion of basic training.
- 14.08 Weapons Qualification. There shall be required a semi-annual weapons qualifications for those Correction Officers who have been issued weapons by the Sheriff and shall also qualify on a semi-annual basis. Other employees of the Department shall be at the Sheriff's discretion.
- 14.09 Polygraph Tests. It is understood and agreed that no employee will be required by the Public Employer to take a polygraph test.

15. PROMOTIONAL OPPORTUNITIES

- 15.01 Procedure and Time Limits. Whenever promotional opportunities to higher paying jobs, vacancies, or new job openings occur within the bargaining unit in competitive classifications designated as such by the local Civil Service Department under authority of the Civil Service Laws of New York State, the selection of candidates shall be made in accordance with the law from an appropriate Civil Service eligibility list, except that more specifically:

A. Candidates from within the bargaining unit on an established promotional list shall be given preference in conformance with the one in three concept (rule) before any other considerations may be made.

B. Upon the legal exhaustion of the list of names appearing on a promotional list and the absence of any other established Civil Service eligibility list, provisional appointments to fill such competitive positions shall be made from among employees who have indicated a desire to be considered for those positions in accordance with the procedures set forth below providing he or she has the ability to perform the duties involved.

When no Civil Service eligibility list is in existence for a particular competitive title and the employer fills the position, an employee shall be selected to fill such position on a provisional basis. Whenever such job opportunity occurs, a notice shall be posted on the Departmental Bulletin Board for not less than seven (7) days, during such period interested employees shall indicate their desire in writing to the Sheriff. Seniority shall be a prime factor in the selection of the employee, provided however, he has the knowledge, skills and ability to perform the job. An employee shall undergo a trial period of a minimum of thirty (30) days.

If during this period it is found that such employee is unable to carry out the responsibilities of the position for which he was selected, or the employee voluntarily relinquishes such position, then such employee shall be restored to his former position.

The rule of three shall be in effect for all language in this contract which refers to eligibility lists. Eligibility lists of less than three will be used at the option of the appointing authority.

Temporary positions that are known to be for sixty (60) days or less or would reasonably be expected to last less than sixty (60) days, may be filled at the discretion of the Sheriff. The time may be extended by mutual consent, which will not be unreasonably denied.

The County reserves its rights to determine when and whether a vacancy exists and when and whether it will be filled.

DEFINITION: Permanent vacancy for the purposes of this Article; A permanent vacancy is created when the County determines to increase the work force and to fill a new position(s) or when any of the following personnel transactions take place in the Bargaining Unit and the County determines to replace the previous incumbent: terminations, promotions or demotions.

16. INDEMNIFICATION

16.01 Providing for Defense.

(a) Upon compliance by the employee with the provisions of Section 3 of this contract language, the County of Seneca, through the office of the County Attorney or by means of any applicable insurance program maintained by the County, shall provide for the defense of the employee in any civil action or proceeding in any state or federal court arising out of any alleged act or omission which occurred or is alleged in the complaint to have occurred while the employee was acting within the scope of his public employment or duties. This duty to provide for defense shall not arise where such civil action or proceeding is brought by or on behalf of the County of Seneca.

(b) Subject to the conditions set forth in paragraph (a) of this section, the employee shall be entitled to be represented by the County Attorney provided, however, that the employee shall be entitled to representation by private counsel of his choice in any civil judicial proceeding whenever the County Attorney determines, based upon his investigation and review of the facts and circumstances of the case, that representation by the County Attorney would be inappropriate, or whenever a court of competent jurisdiction upon appropriate motion or by a special proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by private counsel of his choice. If

the employee is entitled to representation by private counsel under the provisions of this section, the County Attorney shall so certify to the Board of Supervisors. Reasonable attorney's fees and litigation expenses shall be paid by the County to such private counsel from time to time during the pendency of this civil action or proceeding subject to certification that the employee is entitled to representation under the terms and conditions of this section by the Chairman of the Board of Supervisors upon the audit and warrant of the Finance Officer. Any dispute with respect to the amount of litigation expenses or the reasonableness of attorney's fees shall be resolved by the court upon motion or by way of a special proceeding.

(c) Where the employee delivers process and a request for defense to the County Attorney as required by Section 3 of this contract language, the Attorney shall take the necessary steps including the retention of private counsel under the terms and conditions provided in paragraph (b) of Section 1 on behalf of the employee to avoid entry of a default judgment pending resolution of any question pertaining to the obligation to provide for defense.

16.02 Indemnify - Save Harmless.

(a) The County of Seneca shall indemnify and save harmless its employee in the amount of any judgment obtained against said employee in any state or federal court, or in the amount of any settlement of a claim, provided that the act or omission from which any such judgment or settlement arose occurred while the employee was acting within the scope of his public employment or duties; the duty to indemnify and save harmless described by the section shall not arise where the injury or damage resulted from the intentional wrong doing or intentional misconduct or gross negligence on the part of the employee and shall not be applicable to an award for punitive damages.

(b) The determination of an issue of whether the employee was acting within the scope of his public employment or duties at the time of the occurrence, act or omission giving rise to a claim, shall be made by the Chairman of the Board, on advice by the County Attorney subject to appeal to the Board of Supervisors, upon advice from the County Attorney. Any such determination shall be subject to review by a court of competent jurisdiction in the manner prescribed by law.

(c) In the event the employee is represented by private counsel, he shall cause to be submitted to the Chairman of the Board any proposed settlement which may be subject to indemnification by the County of Seneca, and if not consistent with the provisions of this section, the Chairman of the Board shall certify such settlement, and submit such settlement and certification to the County Attorney. The attorney shall review such proposed settlement as to form and amount, and shall give his approval if in his judgment the settlement is in the best interest of the County. Nothing in this subdivision shall be construed to authorize the County to indemnify or save harmless the employee with the respect to a settlement not so reviewed and approved by the County Attorney.

(d) Upon entry of a final judgment against the employee or upon the settlement of the claim, the employee shall cause to be served a copy of such judgment or settlement, personally or by certified or registered mail within thirty (30) days of the date of entry or settlement, upon the Chairman of the Board of Supervisors; and if consistent with the provisions of this section, such judgment or settlement shall be certified for payment by the Chairman of the Board of Supervisors. If the attorney concurs in such certification, the judgment or settlement shall be paid upon the audit and warrant of the Finance Officer.

16.03 Conditions (Employees). The duty to defend or indemnify and save harmless provided by this contract language shall be conditioned upon (1) delivery to the County Attorney or to an Assistant County Attorney at his office by the employee, of the original or a copy of any summons complaint, process, notice, demand or pleading within five (5) days after he is served or has knowledge of service with such document; and (2) the full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding against the County, its officers, agents and employees, based upon the same act or omission and in the prosecution of any appeal. Such delivery shall be deemed a request by the employee that the County Attorney provide for his defense pursuant to this contract language.

17. EFFECTIVE DATE AND DURATION

17.01 Effective Date and Duration. This Agreement, except as otherwise stated, will be effective from 12:01 A.M. January 1, 2006 and will remain effective until 11:59 P.M. December 31, 2009.

APPENDIX -A- Section 207-c Procedure