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02/10376

# AGREEMENT

by and between the

## COUNTY OF MADISON

and

## TEAMSTERS LOCAL 182



January 1, 2010 – December 31, 2014

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**ARTICLE 1  
APPLICABLE LAW**

1.1. This Agreement shall be governed by the Public Employees Fair Employment Act and applicable State and Federal laws not inconsistent with said Act.

**ARTICLE 2  
EQUAL EMPLOYMENT OPPORTUNITY**

2.1. Acknowledging the moral principles inherent in Federal and State legislation, the parties to this Agreement hereby affirm that they shall ensure equal opportunities for all qualified individuals without consideration of their age, sex, race, creed, color, disability, marital status, national origin, political affiliation or belief, sexual orientation, or military status.

It is furthermore affirmed the concept and philosophy that equal opportunities shall be provided for, but not restricted to, all components of employment, recruitment, selection, assignment, compensation, benefits, promotion and training.

All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 3  
AGREEMENT SCOPE**

3.1. This Agreement constitutes the entire Agreement between the County and the Union. During its life neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in it or with respect to any subject or matter not specifically covered in it.

This Agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obliged to discuss or agree to such proposed amendment or supplement.

**ARTICLE 4  
RECOGNITION**

4.1. Unit Definition

The Sheriff and the County hereby recognize the Union as the exclusive representative for all permanent, full-time employees employed in the civil service classifications of Corrections Officer, Corrections Corporal or Corrections Sergeant.

4.2. Exclusions

All employees of the Madison County Sheriff's Department holding positions not contained in Schedule A of this Agreement shall be excluded from the bargaining unit. The classification of Corrections Captain and Corrections Lieutenant, all part-time employees and all temporary, seasonal and casual employees are excluded from the bargaining unit.

7.3. Business Agent

The Union business agent may for the purpose of administering this Agreement meet with members on the job, providing that no inordinate interruption of work is caused by such meeting, with the permission of the Sheriff or the person in charge in the Sheriff's absence, which permission shall not be unreasonably withheld.

7.4. Negotiating Committee

The Union may designate up to three (3) members to serve as a negotiating committee and such employees shall be paid their regular salary for attending contract negotiation sessions in the event that same occur during normal working hours. Members so serving shall not receive extra compensation for attending negotiation sessions during their off-duty hours.

**ARTICLE 8  
MANAGEMENT RIGHTS**

8.1. Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibility possessed by the Sheriff/County are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Sheriff/County; to determine the facilities, methods, means and number of personnel required for conduct of County programs; to administer the Merit System, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

**ARTICLE 9  
GRIEVANCE PROCEDURE**

9.1. Definitions:

Grievance is defined as an alleged violation, misinterpretation, or inequitable application of the expressed terms of this Agreement.

Grievant shall mean either the Union or the employee(s) it represents in the negotiating unit, filing a grievance.

Supervisor shall mean the employee serving in the classification of Corrections Captain.

9.2. Nothing contained in this Agreement shall be construed to deny any employee his rights under applicable New York State Civil Service Laws and regulations.

9.3. However, an employee shall have the right to present his/her grievance to the Sheriff and/or the County free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented at all stages.

arbitration will be conducted in accordance with the then current Voluntary Rules of the American Arbitration Association. Such notice of arbitration must be given to the Personnel Officer. If arbitration is not requested as set forth in this step, it shall be deemed waived, and the grievance resolved on the basis of the response of the Personnel Officer.

B. The decision or award of the Arbitrator shall be final and binding on the County, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable Law and this Agreement.

C. The Arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor add to, subtract from or modify any of the provisions of this Agreement.

D. The costs of the services of the arbitrator, including expenses if any, will be borne equally by the County and the Union.

E. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.

#### **ARTICLE 10 JOB SECURITY/LAYOFF AND RECALL**

##### 10.1.1. Layoff in the Competitive Class

Except as expressly limited by other provisions of this Agreement, the County, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, layoff and recall of competitive class employees shall be governed by the Civil Service Law and the Madison County Civil Service rules.

10.2.2. The County shall forward a list of those employees to be laid off to the Union at least five (5) working days prior to the date that notices are issued to employees.

10.2.3. Employees to be laid off will have at least ten (10) working days notice of layoff or be paid in lieu of time.

10.2.4. When an employee elects to replace an employee in a lower job title, he/she shall assume the appropriate salary for that title and in no instance will the employee be paid at a rate of pay higher than the maximum salary rate for the position in which the employee is assigned.

10.2.5. Notice of recall shall be sent to the employee at his last known address by registered mail and a copy sent to the Union. If any employee fails to report for work within ten (10) working days from the date of mailing the notice of recall, he shall be considered a quit and removed from the recall list. The County shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the County with his latest mailing address.

**ARTICLE 13  
OVERTIME PREMIUM**

13.1. Overtime Premium Pay

13.1.1. Employees covered by this Agreement shall be paid one and one-half (1- ½) times their regular straight time hourly rate of pay including adjustments for longevity payments, educational allowance and shift differential for all authorized hours worked in excess of forty (40) hours in a workweek. It is specifically understood by both parties that this overtime premium provision shall not apply to standby time and any unauthorized hours of work.

13.1.2. Up to eight (8) hours of compensatory time, holiday time, personal leave or vacation shall be considered as time worked for the purposes of determining eligibility for overtime premium pay. Sick leave shall not be included as time worked in determining eligibility for overtime premium pay.

13.2. Compensatory Time

13.2.1. In lieu of paid overtime, an employee may choose to accrue compensatory time at the rate of one and one-half (1 ½) times all authorized hours worked in excess of forty (40) hours in a workweek. Compensatory time off shall not be combined with overtime pay in any pay period except when an employee reaches the maximum compensatory time accumulation in 13.2.4. below.

13.2.2. Compensatory time must be requested at least forty-eight (48) hours in advance from the Sheriff or his designee. Compensatory time shall not be unduly denied; however, the Sheriff or his designee shall have the right to limit the number of employees utilizing compensatory time according to work requirements.

13.2.3. Compensatory time will be accrued in one-quarter (1/4) hour units. Compensatory time off may not be requested for fewer than four (4) hours.

13.2.4. Employees may not bank more than sixty (60) total hours of compensatory time at any given time. This maximum accumulation of sixty (60) hours shall apply to all compensatory time off earned under the terms of this Agreement.

13.3. Overtime Equalization

13.3.1. The Administrative Order on the equalization of overtime opportunities is found in Appendix A. Either party may request a labor-management meeting to meet and confer on the details of this administrative order.

**ARTICLE 14  
CANCER SCREENING LEAVE**

14.1. Each full-time employee shall be granted up to four (4) hours of paid leave each calendar year for the purposes of their own breast cancer screening and/or up to four (4) hours of additional paid leave for their own prostate cancer screening in accordance with New York State Law. Written documentation from a health care provider may be requested by the department/designee to verify the leave.

15.3.5. In the event an employee is required to work on one of the holidays listed below, that employee shall receive holiday compensation for all hours worked at the rate of two and one-half (2 ½) times straight pay, or at the employee's option, he/she shall accrue equivalent compensatory time off:

New Year's Day  
Thanksgiving Day  
Christmas Day

15.3.6. In the event an employee works hours in excess of their normal work day on holidays listed in Sections 15.3.3. and 15.3.4., they shall receive holiday pay computed at the rate in each respective section for those hours, or at the employee's option; he/she shall accrue equivalent compensatory time off for the hours in excess of the normal work day.

15.3.7. Compensatory time off earned under this Article shall be subject to the maximum accumulation specified in Article 13.2.4, and must be utilized in accordance with the requirements of Articles 13.2.2 and 13.2.3.

15.4. Holiday Eligibility Requirement

In order to be eligible for holiday pay as defined in this Article, the employee must actually work his/her last scheduled workday prior to the holiday and his/her first scheduled workday subsequent to the holiday. Excuses will be granted for the failure to work either the day before and/or after a holiday because of authorized leave. In the event that an employee has established a pattern of using sick leave immediately prior to or subsequent to holidays, the Sheriff may request a physician's statement to verify the employee's sickness. Failure by the employee to comply with the request shall result in forfeiture of holiday pay. An employee who calls in sick on a holiday shall forfeit their holiday pay and only have access to their sick leave accruals unless they produce a physician's statement upon their return to work.

15.5. Definition of Authorized Leave

Authorized leave shall be any leave (e.g. vacation, sick leave, personal leave, compensatory time, Union leave, bereavement leave, unpaid leave of absence, etc.) that has been requested and granted in compliance with the terms of this Agreement.

15.6. Floating Holiday

15.6.1. Prior to utilizing the floating holiday, an employee covered by this Agreement must have been continuously employed for at least six (6) months. In order to utilize the floating holiday, an employee must notify the Sheriff/designee in writing at least ten (10) working days in advance of the requested date. A floating holiday shall not be unduly denied; however, the Sheriff/designee shall have the right to limit the number of employees utilizing the floating holiday according to work requirements.

15.6.2. A new employee hired in June of a calendar year shall have until January 31 of the following year to utilize their floating holiday; however, in no event shall floating holidays be approved for consecutive working days.

15.6.3. Pay for the floating holiday shall be computed at the regular straight time hourly rate of pay for the number of hours for which the employee is normally scheduled to work.



**ARTICLE 17  
PERSONAL LEAVE**

17.1. FOR FULL-TIME EMPLOYEES HIRED PRIOR TO JANUARY 1, 1988:

On the first day of the first payroll period after January 1 of each year, each full-time employee shall be credited with five (5) days of personal leave.

17.2. FOR FULL-TIME EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1988:

On the first day of the first payroll period after January 1 of each year, each full-time employee shall be credited with (3) days of personal leave.

FOR NEWLY HIRED FULL-TIME EMPLOYEES:

Full-time employees hired between January 1 and June 30 inclusive shall receive two (2) days of personal leave. Full-time employees hired between July 1 and December 31 inclusive shall receive one (1) day of personal leave.

17.3. On December 31 of each year of this Agreement all unused personal leave will be converted to sick leave. This provision is not intended to increase the maximum sick leave allowance set forth in Article 18.1.

17.4. Personal leave requires no explanation. Except in urgent emergencies, employees must request personal leave in writing at least forty-eight (48) hours in advance from the Sheriff or his designee. Personal leave shall not be unduly denied, however, the Sheriff shall have the right to limit the number of employees on personal leave according to work requirements.

17.4.1. Personal leave may not be denied solely because a part-time employee must be called in to replace the employee requesting leave.

17.4.2. The Sheriff/designee shall respond to all non-emergency requests for personal leave in writing within forty-eight (48) hours.

17.4.3. Personal leave may not be substituted for sick leave except when an employee has no remaining sick leave accruals.

17.5. Employees on unpaid status which does not allow for the accrual of personal leave during all or part of the preceding year shall receive the pro rata amount of personal leave to which such employee would be otherwise entitled.

17.6. Personal leave shall not be requested or approved in fewer than one (1) hour increments.

**ARTICLE 18  
SICK LEAVE**

18.1. Eligibility and Accumulation

Full-time employees with ten (10) years of service or more shall accrue one (1) day of sick leave for their prior month of service. Full-time employees with fewer than ten (10) years of service who have twenty (20) days of sick leave or more accrued on the day of the month that sick leave is awarded shall accrue one (1) day (eight (8) hours) of sick leave for their

Said attendance bonus shall be paid in accordance with the following schedule subject to the specified use of sick leave during the twelve calendar months immediately preceding November 1 of each year, and not including those days used while on duty-incurred injury compensation.

<u>Sick Leave Days</u> <u>Used in the 12 months</u> <u>Preceding November 1</u>	<u>Attendance</u> <u>Incentive</u>
3 days	\$200
1 day	\$350
0 days	\$500

18.6. Between November 1 and December 1 of each year of the Agreement, those full-time employees with over one-hundred days of accrued sick leave may submit a request on a form prescribed and distributed by the Personnel Officer, to the Sheriff for "Buy-Back" of accrued sick leave up to a maximum of thirty (30) sick leave days per year. Such "Buy-Back" will be at fifty percent (50%) of the employee's regular salary or hourly wage and issued in a separate check no later than December 20<sup>th</sup> of each year of the Agreement and the employee's sick leave accruals will be adjusted accordingly.

#### **ARTICLE 19** **BEREAVEMENT LEAVE**

19.1. Bereavement leave of three (3) work days shall be granted in the event of a death in the employee's immediate family.

Immediate family shall be defined as: mother, father, husband, wife, son, daughter, grandmother, grandfather, granddaughter, grandson, sister, and brother. The above terms shall include natural, in-law, and step relations.

19.2. Employees requesting bereavement leave may be asked for proof of relationship and/or proof of death. Failure to comply with said request will result in loss of bereavement pay.

#### **ARTICLE 20** **TESTS**

20.1. No covered employee shall be ordered or asked to submit to a polygraph (lie detector) test for any reason. Such tests may be given if requested by the employee.

20.2. Alcohol and Substance Abuse Testing Procedure.

The Sheriff shall have the right to order an employee to submit to an appropriate test for alcohol or controlled substances based upon reasonable suspicion.

In addition, all employees whose regular duties involve controlled substances or who are assigned to a special detail involving controlled substances shall submit to periodic tests for controlled substances as required by the Sheriff. Employees shall be advised that they are on such a special detail and shall also be advised of the time when such detail begins and ceases. The test required by this paragraph may be ordered up to 90 days after the special detail ceases.

**ARTICLE 22  
NEGLIGENT USE OF AND/OR  
LOSS OF COUNTY OWNED EQUIPMENT**

22.1. Employees covered by this Agreement shall be held responsible for the proper use, care and safekeeping of County purchased equipment. This shall include all assigned personnel uniforms and associated metal and leather goods. This shall include motor vehicles and associated equipment, books, weapons of any type, boats and navigating supplies and any material which is under the control of or in the possession of said employees.

22.2. When any such equipment or article is lost, damaged or destroyed, the facts of the case shall be reduced to writing by the employee involved and it shall be brought to the attention of the Sheriff. The Sheriff shall cause an investigation to be conducted to determine if such property loss is the result of negligence and/or misuse on the part of the employee. If investigation so indicates, the results of said investigation shall be reduced to writing by the Sheriff and returned to the employee involved.

Such writing shall state the cost of replacement of item or items involved based on the actual current market value at time of loss.

22.3. An employee covered by the Agreement shall have the right to a review as prescribed under Article 11 of this Agreement within the time requirement limit specified therein. Nothing in this Article should be construed to prevent replacement of items if in the discretion of the Sheriff such items were lost, destroyed or damaged due to no fault of the employee and in the course of everyday business.

22.4. If in the final determination it is established that such loss, damage or destruction of County owned property was in fact due to carelessness or misuse by an employee, in addition to the disciplinary action available to the Sheriff under Article 11 of this Agreement, restitution for said property in a maximum amount of \$350.00 for any one incident may be imposed by the Sheriff. An employee who is ordered to pay restitution shall have ninety (90) days to do so.

**ARTICLE 23  
UNIFORMS AND EQUIPMENT**

23.1. Initial Issuance

Each newly hired, full-time uniformed Corrections Officer shall receive the initial issuance of uniform clothing and equipment as outlined on the listing prescribed by the Sheriff.

There shall be a maximum allotment of uniform clothing and equipment prescribed by the Sheriff. One year from the date of hire as a full-time Corrections Officer, an employee may utilize up to three hundred dollars (\$300.00) on an annual basis to purchase uniform clothing and equipment until the maximum allotment has been issued. Effective January 1, 2011, full-time Corrections Officers may utilize up to four hundred dollars (\$400.00) on an annual basis to purchase uniform clothing and equipment until the maximum allotment has been issued. An employee may carry over fifty dollars (\$50.00) of annual allowance into the following calendar year. The approval of the Sheriff is required prior to the purchase of any clothing items or equipment that are not included on the basic uniform allotment and the uniform bid. Thereafter, uniform clothing and equipment damaged through the performance of required

24.3.1. Market value of the property will be determined through mutual agreement between the Sheriff and the employee filing such claim for reimbursement, or through mutual consultation with an individual qualified to appraise the damages or destroyed property.

24.3.2. To illustrate the calculation of the amount which would be paid under the formula stated above, the following example is given:

Example: Watch purchased in 1980 for \$100.00 damaged beyond repair in 1985. Jeweler states value of watch to have been \$60.00 immediately prior to being damaged. 1985 cost of new watch, same model, is \$120.00.

Replacement value	\$120.00
Market value at time of damage	\$ 60.00
Difference	\$ 60.00

County would pay market value (\$60.00), plus half the difference (one-half of \$60.00), or a total of \$90.00.

## **ARTICLE 25 AUTO MILEAGE AND OTHER EXPENSES**

25.1. All employees covered by this Agreement who use their personal vehicle on official County business shall receive mileage reimbursement at the current IRS rate.

25.2. When business related travel is required outside the County by the Sheriff or his authorized designee, employees covered by this Agreement will be reimbursed for properly receipted lodging, toll, parking, and meal expenses incurred while conducting County business. Within the County, employees will be reimbursed for meal expenses only when there is a specific business related meeting, training program or other unusual assignment when prior approval has been obtained from the Sheriff or his authorized designee.

## **ARTICLE 26 HEALTH INSURANCE/DISABILITY BENEFITS**

26.1. Traditional Health Plan - January 1, 2006 through June 30, 2007

26.1.1. For all full-time employees in the bargaining unit, the County will contribute ninety percent (90%) of the premium cost for individual medical coverage and individual dental coverage. The County shall also contribute sixty percent (60%) of the premium cost for dependent medical coverage and fifty percent (50%) of the premium cost for dependent dental coverage.

26.2. Teamsters Benefit Fund – Effective July 1, 2007, all full-time employees shall be eligible to enroll in the Teamsters Benefit Fund for medical/prescription, vision and dental benefits.

26.2.1. For all full-time employees in the bargaining unit effective July 1, 2007, the County will contribute ninety percent (90%) of the premium cost for individual medical

employment for any reason and who has claimed more in reimbursement than they have contributed to that date shall be sent a request to reimburse said amount back to the County.

26.5.2. The County reserves the right to change plan administrators, or to self-administer the plan, to provide for the existing payroll deductions in compliance with Article 125 of the Internal Revenue Code.

## ARTICLE 27 SALARIES – WAGES AND OTHER COMPENSATION

### 27.1. Definition – Regular Compensation Rate

The regular compensation rate is that reflected on the salary schedule included herein. Said regular compensation rate will not include any additional or premium compensation.

### 27.2. Definition – Premium Compensation Rate

Premium compensation is that compensation which is in addition to the employee's regular compensation rate as defined herein. Such compensation is, but is not limited to, overtime premium compensation, longevity payments, educational allowance, and shift differential.

27.2.1. **PREMIUM COMPENSATION LIMITATION:** Each type of compensation described in the Agreement shall be considered and computed separately. Premium compensation shall not be pyramided or compounded except as may be required for overtime pay in accordance with the provisions of the Fair Labor Standards Act.

27.3. Salaries and wages shall be paid as set forth in the salary schedule included herein.

27.4. Paychecks shall be issued bi-weekly and shall be made available to all full-time employees covered by this Agreement after 3:00 P.M. on the County's designated pay day which normally occurs on Thursday.

27.5. Holidays and overtime premium compensation shall be paid not later than the second paycheck issued after said compensation is earned.

## ARTICLE 28 TERMINAL BENEFITS

### 28.1. General

28.1.1. An employee whose employment is terminated by resignation or retirement and who fails to give the Sheriff at least ten (10) working days notice shall forfeit all terminal benefits. An employee who calls in sick after providing the Sheriff with ten (10) working days notice shall forfeit all terminal benefits unless the employee provides a statement from their physician.

28.1.2. An employee whose employment is terminated by discharge for just cause or who resigns in lieu of dismissal shall forfeit all terminal benefits.

<u>Completed Years of Continued Service</u>	<u>Sick Leave Days Paid</u>
After 10 years	20 days
After 11 years	22 days
After 12 years	24 days
After 13 years	26 days
After 14 years	28 days
After 15 years	30 days
After 16 years	32 days
After 17 years	34 days
After 18 years	36 days
After 19 years	38 days
After 20 years	40 days
After 21 years	42 days
After 22 years	44 days
After 23 years	46 days
After 24 years	48 days
After 25 years	50 days
After 26 years	52 days
After 27 years	54 days
After 28 years	56 days
After 29 years	58 days
After 30 years	60 days

28.5. Compensatory Time Payments

28.5.1. Upon termination of employment, an employee shall receive compensation for accrued but unused compensatory time.

**ARTICLE 29  
LONGEVITY PREMIUM**

29.1. In addition to an employee's regular compensation rate, each employee covered by this Agreement shall receive longevity payments based upon their years of continuous service. For the purpose of this Article, years of service shall be determined in accordance with Article 36.1 "Definition of Seniority".

29.2. Longevity payments will be made in equal installments each pay day in accordance with the appropriate schedule below:

<u>Completed Years of Continuous Full-Time Employment</u>	<u>Annual Longevity Pay For Full-Time Employees</u>
After 5 years	\$350.00
After 10 years	An Additional \$450.00
After 15 years	An Additional \$500.00
After 20 years	An Additional \$500.00

32.3. Once a position has been posted, it shall be the employee's responsibility to bid on the vacancy by filing a Job Bid Form with the Sheriff's Department.

To be considered for the vacancy, the bid must be post-marked or received in the Sheriff's Department no later than the close of business on the last day for filing bids.

Interested bidders must meet the minimum qualifications for the vacant position at the time they submit their bid and must complete a current Madison County employment application prior to appointment, as applicable, should they be considered the successful bidder.

32.4. Bargaining unit bidders shall be given first consideration for the vacancy. Selection from amongst bargaining unit employees will be on the basis of qualifications, seniority, and the operational requirements of the facility as determined by the Sheriff. The County may also fill the vacancy from outside the bargaining unit, as the County deems appropriate, if the outside applicant possesses the minimum qualifications to fill the vacancy, as reasonably determined by the County. Selection shall be the responsibility of the Sheriff who may temporarily fill a vacancy pending compliance with the posting and bidding provisions of this Article.

32.5. The Sheriff/County agree that all appointments to bargaining unit positions above entry level will only be made from existing full-time personnel who have completed at least one (1) year of full-time continuous service in rank.

### **ARTICLE 33 PROBATIONARY PERIOD**

33.1. The probationary period for all new and rehired employees of the Sheriff's Department shall be for a period of fifty-two (52) weeks. New employees serving their probationary period shall have the right of union representation for all purposes of this Agreement with the exception of discipline or discharge. During this probationary period such employee may be discharged, suspended, or demoted without recourse to the grievance procedure.

33.2. The probationary period for employees promoted to a higher position shall be for a period of four (4) to twelve (12) weeks as determined by the Sheriff. By the mutual agreement of the Sheriff and the Union, the probationary period may be extended up to twenty-six (26) weeks. In the event of the promotion of an existing full-time employee, if it is found that such employee does not meet the requirements or responsibilities of the position to which he/she has been selected during the probationary period, then such employee shall be restored to his/her former position without recourse to the grievance procedure. This restoration shall not be considered a demotion.

33.3. The probationary periods will be administered in accordance with the provisions of the Madison County Civil Service Rules. The Sheriff shall provide each probationary employee a written notice specifying the duration of the probation period.

36.4. Seniority Restoration

An employee who resigns from employment with the Sheriff's Department or is laid off and who is rehired to work for the Sheriff's Department within one (1) year of resignation or layoff, shall have his/her accrued seniority restored. There shall be no accrual of seniority while the individual is absent from employment. An employee who is rehired within the provisions as described above shall have their original date of hire adjusted by the subtraction of any time not in the employment of the Sheriff's Department.

36.5. Seniority Application

36.5.1. Seniority will apply to layoff and recall.

36.5.2. Seniority and qualifications will apply to filling vacancies in accordance with the procedures set forth in Article 32 of this Agreement.

**ARTICLE 37  
RIGHT OF PRIVACY**

37.1. Each employee shall be entitled to and furnished a locker for his/her personal use and such locker shall not be opened and inspected by department personnel except in the presence of the employee. Department personnel shall not search or inspect any of the personal belongings of the employee, including, but not limited to, brief cases, personal mail, packages, clothing owned by or assigned to an employee and automobiles except in the presence of the employee.

**ARTICLE 38  
EDUCATIONAL ALLOWANCE**

38.1. Full-time employees who have completed at least one (1) year of continuous service and who possess an academic degree in the field of criminal justice, law enforcement or a closely related field from a New York State registered or regionally accredited college or university, shall be eligible to receive the following annual payment:

Associate's Degree	\$375.00
Baccalaureate Degree	\$425.00
Master's Degree	\$475.00

Should the job specification and requirements for any position require degree credits, the educational allowance shall not be paid.

38.2. Said premium compensation shall be paid in equal installments each pay day commencing as soon as practicable after the employee submits satisfactory written proof of possession of the degree.

38.3. The Sheriff shall determine if the degree is job related and such determination shall not be subject to the grievance procedure specified in Article 9 of this Agreement.



42.1.1. When a leave of absence is required for a qualifying event under the Family and Medical Leave Act (FMLA), the employee must comply with the County's policy and procedures on the FMLA.

42.1.2. In order to be eligible for an unpaid medical leave of absence, the employee must have exhausted all sick leave accruals, unused vacation days, personal leave days and compensatory time.

42.2. Other Employment

A leave of absence for employment with other than the County of Madison may not be approved.

42.3. Application for Leave

Any request for a leave of absence shall be submitted in writing to the Sheriff at least four (4) weeks in advance of the desired starting date, where possible, on a standard form prescribed by the Sheriff. The request shall state the reason(s) the leave of absence is being requested and the length of time off the employee desires. The Sheriff shall furnish the employee with written notification of his decision as soon as practicable thereafter.

42.4. Return from Leave and Leave Rights

To be eligible for reinstatement from a leave of absence the employee must make application for reinstatement. Such application shall be in the form of a telephone call to the Sheriff at least two (2) weeks prior to the expiration date of the approved leave. If the employee is returning from a medical leave of absence, the employee must submit to the Sheriff a physician's statement attesting to the employee's recovery and physical fitness to perform the duties of his/her assignment. No employee will be allowed to return to work who has failed to present such physician's statement.

During a leave without pay, all benefits provided an employee shall be discontinued unless the employee assumes all costs. No longevity or seniority shall be earned during the unpaid leave period. No sick leave, vacation leave, or personal leave credits shall be earned. Upon expiration of the leave, the employee will be reinstated to the position he/she occupied at the time the leave was granted, and all benefits and credits previously earned and enjoyed will be reinstated.

42.5. Unauthorized Absence

When an employee is absent without leave, and without an explanation, for a period of five (5) work days, such absence shall be deemed to constitute a resignation on the date of commencement of such absence.

**ARTICLE 45**  
**EMPLOYEE ADDRESS AND TELEPHONE NUMBER**

45.1. It shall be the responsibility of an employee to keep the Sheriff's Department informed of his/her current address and telephone number (including temporary residences) where he/she can be notified of emergencies, changes in schedules, disciplinary actions, overtime assignments and other matters.

45.2. All employees shall be required, as a condition of employment, to obtain and to maintain an operating telephone in their place of residence. Newly hired employees shall have sixty (60) days from their date of hire to comply with this requirement.

45.3. Employee telephone numbers that are unlisted shall be held in strict confidence by the employer and used for no other purpose than contact by the employer.

**ARTICLE 46**  
**LABOR-MANAGEMENT MEETINGS**

46.1. Conferences between representatives of the employer and no more than three (3) representatives of the Union on important matters and methods of improving the relationship will be arranged between the parties upon request of either party. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay, should such meetings fall within their regular work hours.

**ARTICLE 47**  
**TUITION REIMBURSEMENT**

47.1. Full-time employees covered by this Agreement who have satisfactorily completed one (1) year of service shall be eligible for reimbursement of tuition and fees for approved job-related coursework. Reimbursement will be made in accordance with the following schedule:

Grade A: 100% reimbursement  
Grade B: 75% reimbursement  
Grade C: 50% reimbursement

Reimbursement shall not exceed \$1000 per employee per calendar year. A maximum of \$5000 per fiscal year shall be available for all eligible bargaining unit members.

47.2. Tuition reimbursement shall be subject to the approval of the Personnel Officer. Coursework must be job-related or required for a formal job-related degree or to enhance promotional opportunity within the department. Each request for tuition reimbursement must be submitted in writing to the Personnel Officer at least four (4) weeks in advance of taking such coursework on a standard form prescribed and distributed by the Personnel Officer. The Personnel Officer shall provide written notification of approval/disapproval to the employee within ten (10) working days after receiving such request.

51.2. Excessive tardiness shall be defined as two (2) or more occurrences of reporting late to work during any calendar month of employment beginning January 1, 1989. Penalties for excessive tardiness shall be as follows:

- First Offense - Verbal counseling
- Second Offense - Written reprimand
- Third Offense - Three (3) working days suspension without pay
- Fourth Offense - Five (5) working days suspension without pay
- Fifth Offense - Further disciplinary action up to and including discharge.

51.3. If a period of one (1) year expires from the date of imposition of any level of discipline listed above, the employee shall be considered to have no violations of this Article of the Agreement. Imposition of discipline under this Article shall not be subject to arbitration under Article 9 - Grievance Procedure.

51.4. Referring tardy employees to the Employee Assistance Program is encouraged in an attempt to correct the employee's behavioral problem and eliminate the need for disciplinary measures.

51.5. Tardiness due to snow storms, natural disasters or other major calamities, if supported by reasons acceptable to the Sheriff, may be excused and will not be considered an occurrence of tardiness.

## **ARTICLE 52 NO USE OF TOBACCO**

52.1. Employees shall not smoke, chew or use tobacco in any form in County buildings or vehicles.

## **ARTICLE 53 PROCEDURE FOR THE ADMINISTRATION OF 207-C OF THE GENERAL MUNICIPAL LAW**

### 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, and the County of Madison, 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 "corrections officer" as used herein, shall include all employees of the Madison County Sheriff's Department in the bargaining unit who are duly appointed to the title of Corrections Officer in accordance with Civil Service Law and Rule.

This procedure shall not be construed to limit or repel additional requirements imposed by statute.

If any provisions of this procedure shall be held invalid in whole or in part or inapplicable to any person or situation all other provisions thereof shall nevertheless remain fully effective and the application of any such provisions to other persons not similarly situated or other situations shall not be affected.

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, or the Sheriff's designee, shall receive the application for the benefits and make a determination as to whether the applicant is entitled to benefits pursuant to Section 207-c of the General Municipal Law and this procedure. Should the Sheriff, or the Sheriff's designee, determine that the corrections officer was injured in the performance of duty or that the corrections officer was taken sick as a result of the performance of duty so as to necessitate medical or other lawful treatment, the Sheriff, or the Sheriff's designee, 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 corrections officer, 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 Sheriff, or the Sheriff's designee, shall be provided to the corrections officer, placed in the corrections officer'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 corrections officer or other information raises a question as to whether a disability may have ceased or whether the extent of 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, shall promptly inquire into the fact(s) surrounding the matter at issue. A corrections officer 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 physician chosen by the County may be required. To resolve a question of initial or continued eligibility for the benefits, the Sheriff, or the Sheriff's designee, 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 corrections officer. A corrections officer 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 Sheriff, or the Sheriff's designee, 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 corrections officer or any witness to an incident to secure information; may require the corrections officer 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 corrections officer to submit a detailed sworn statement of the circumstances surrounding his/her alleged injury or sickness).

arbitrator mutually selected by the parties. The arbitrator selected shall be on a rotating basis or first available. The Arbitrator will be bound by the determination of the Sheriff 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 corrections officer's disability, may be noticed by, but shall not be controlling upon the Arbitrator.

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

Section 7.

With respect to the provisions of this procedure, any corrections officer 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, deems it in the best interests 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 corrections officer being assigned to specific light duties (pursuant to Article 5 above), the corrections officer shall be entitled to all contractually negotiated benefits. A corrections officer who remains on a 207-c leave for longer than a three month period shall be entitled to the payment of wages, longevity and medical insurance for the period of leave in excess of three months.

**ARTICLE 54  
REHIRED EMPLOYEES**

54.1. Those employees who voluntarily leave the employment of Madison County and who are rehired to work for the County within one (1) year of termination, shall have their accrued seniority restored. There shall be no accrual of seniority while the individual is absent from County employment. An employee who is rehired within the provisions as described above shall have their original date of hire adjusted by the subtraction of any time not in the employment of the County. For example, if an employee had an original hire date of January 1, 1975, and left County employment on January 1, 1996, and was subsequently rehired by the

**ARTICLE 58**  
**RETROACTIVITY**

58.1. Employees covered by this Agreement who are still on the active payroll as of the beginning of the payroll period immediately following ratification of the Agreement by both parties shall receive a retroactive payment computed on the difference between the new hourly rates specified in the appropriate Base Compensation Rate schedule and the regular hourly rate in effect prior to ratification for each hour actually paid, including overtime between January 1, 2011 and said payroll period. Step movement shall apply in determining retroactivity.

58.2 The increase from three hundred dollars (\$300.00) to four hundred dollars (\$400.00) on January 1, 2011 shall be retroactive upon an employee providing the Sheriff with proof of purchase in accordance with Article 23 – Uniforms and Equipment greater than three hundred dollars (\$300.00).

**SCHEDULE A  
REGULAR COMPENSATION**

**ADMINISTRATION OF THE COMPENSATION SCHEDULE**

1. Step movement for the period of this Agreement shall occur on the employee's anniversary date as adjusted in accordance with Article 36.1. as follows:

- (A) At the end of one (1) calendar year of employment as a permanent, full-time employee, the employee will move to Step A.
- (B) At the end of three (3) calendar years of employment as a permanent, full-time employee, the employee will move to Step B.
- (C) At the end of five (5) calendar years of employment as a permanent, full-time employee, the employee will move to Step C.
- (D) At the end of six (6) calendar years of employment as a permanent, full-time employee, the employee will move to Step D.
- (E) At the end of seven (7) calendar years of employment as a permanent, full-time employee, the employee will move to Step E.

2. For the titles of Corrections Corporal and Corrections Sergeant, an employee moves from hire rate to job rate upon the successful completion of the probationary period in accordance with Article 33.2.

**APPENDIX A  
OVERTIME EQUALIZATION  
ADMINISTRATIVE ORDER**

**TOPIC: OVERTIME OPPORTUNITY EQUALIZATION**

Overtime in itself cannot be equalized. Only the opportunity to work overtime assignments can be equalized.

When overtime assignments are made to full-time employees, so far as practical and without reducing efficiency or work performance, such overtime assignments shall be distributed as equitably as possible to those employees who are qualified to perform the specified overtime work required.

The Corrections Division will maintain a list of all employees by shift in order of seniority. When it is necessary to schedule someone for overtime, the shift supervisor will first request volunteers for that assignment by seniority from the list of on duty people from their shift. If there are no volunteers, the shift supervisor will select the next available person on the list for mandatory assignment.

Overtime assignments will be offered to the employee with the most seniority first and offered to others based on descending seniority. If the overtime is declined by all, then the overtime will be assigned to the employee of least seniority in an ascending order.

The purpose of the above is to cover all security and support posts and maintain fairness in assignment to the regular shift members.

**DEFINITION OF TERMS**

**Seniority:** Employee will acquire seniority upon completion of any probation period. Seniority will then accrue from the initial date of the permanent appointment.

**Seniority List:** A list of officers assigned to each shift, starting from the most senior officer descending to the least senior officer regardless of rank.

**Volunteer Overtime:** Officers present for duty (or coming on duty) on any given day, available to volunteer for overtime needed, starting from the most senior officer and continuing to the least senior officer.

**Mandatory Overtime List:** A perpetual list of officers assigned to each shift, available for overtime as ordered, starting from the least senior officer and continuing to the most senior officer.

**Rotation of Mandatory Overtime List:** An officer, who has been ordered and has performed overtime as required, will go to the bottom of the Mandatory Overtime List. Volunteer Overtime does not apply to the Mandatory Overtime List, it applies only to the offering overtime.

**Overtime Payment:** Staff that are working over their duty assignments will be compensated in accordance with this Agreement.



If any employee establishes that they did not receive an overtime assignment which they were entitled to under the provisions of this order, such employee shall have preference for future overtime assignment for which they are qualified to perform until such situation is corrected. If you were entitled to holiday overtime, then you get the next holiday overtime that is available. If you were entitled to regular overtime, then you get the next available regular overtime that is available.

The master schedule for overtime assignments shall be kept and posted in Central Control and shall be accurately kept up by each shift OIC each day. It shall be the responsibility of the officer who worked the overtime assignment to ensure that they were credited for the overtime worked on the proper date and shift.

A copy of the post assignments for all three shifts shall be kept in Housing Control to facilitate coverage when overtime assignments are involved and to eliminate lost or misplaced documents. Centralizing the post assignments will assist the supervisors on all three shifts in determining part-time and/or overtime coverage.

#### **MODIFIED DUTY OVERTIME**

Officers on "modified duty" may be allowed to perform overtime duties only in necessary situations, and then only if the requirement exists for work in the same area, or duties as those being performed by the officer under the "modified duty" limitations. The determination as to whether the officer may or may not perform overtime duties shall rest solely with the Corrections Captain, or the Tour Supervisor, based on his/her knowledge of the conditions placing the officer on "modified duty".

Supervisors shall:

- 1) Comply with all aspects of this Administrative Order.
- 2) Advise the Corrections Captain of any suggestions that would facilitate compliance with the order.

14. Describe what the Officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary). \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

15. Where did the incident occur? Specify. \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

To whom? \_\_\_\_\_ Time \_\_\_\_\_

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

18. Was first aid or medical treatment authorized? \_\_\_\_\_

By whom? \_\_\_\_\_ Time \_\_\_\_\_

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

\_\_\_\_\_

20. Name of hospital \_\_\_\_\_

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

\_\_\_\_\_

22. Will the Officer be returning to duty? \_\_\_\_\_

When? \_\_\_\_\_

\_\_\_\_\_  
Date of report

\_\_\_\_\_

**Medical Release**

I do hereby authorize any physician, nurse, or other health care provider who has attended, examined or treated me, or any hospital at which I have been examined or treated, to furnish the County of Madison, New York, or its duly authorized representative, with any and all medical and billing information which may be requested regarding my past or present physical condition and treatment rendered therefore.

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

\_\_\_\_\_  
Printed Name of Officer

\_\_\_\_\_  
Date

