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Contract Database Metadata Elements

Title: **Wayne, County of and Wayne County Sheriffs Lieutenants Association (2008)**

Employer Name: **Wayne, County of**

Union: **Wayne County Sheriffs Lieutenants Association**

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CONTRACT

between

THE COUNTY OF WAYNE, NEW YORK

and

WAYNE COUNTY SHERIFF'S LIEUTENANTS ASSOCIATION

JANUARY 1, 2008 - DECEMBER 31, 2010

RECEIVED 7/1/09

ARTICLE 1. RECOGNITION

Section 1. Bargaining Association

The County hereby recognizes the Association as the sole and exclusive negotiating agent for all full time lieutenants of the Sheriff's Department. Specific job titles are contained in the salary schedule annexed hereto.

In addition to the above exclusions, each new position or job title created by the County during the term of this Agreement which by the job description reports to the Board of Supervisors or is otherwise determined to be confidential or managerial shall be excluded from the Association.

When new titles are created by the county that appear to be within the scope of the Association's collective bargaining unit or when existing positions are reclassified pursuant to Civil Service law, the County will consult with the Association to determine whether the new or reclassified title should be included in the Association's bargaining unit. If the parties cannot agree to the unit status of a title, the matter may be submitted to PERB for determination.

Section 2.

The Association expressly agrees, as a condition of the recognition contained in this Article, not to engage in a strike, slow down or other work stoppage, not to instigate, encourage or condone the same.

Section 3.

The recognition granted herein shall be for the maximum period permitted by law.

Section 4.

As used herein, the singular pronoun also includes the plural and masculine pronoun also pertains to females.

ARTICLE 2. ASSOCIATION SECURITY

Section 1. Payroll Deductions

An employee who chooses to become a member of the Association shall sign an authorization card for dues deduction and submit it to the Association. The Association shall present the card to the County. Thereafter, the County shall deduct from the wages of employees within the bargaining Association regular membership dues, and other authorized deductions, such as premiums for Association Insurance policies, for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deduction(s).

The County shall remit such monies deducted each payroll period for the lieutenants to the Wayne County Sheriff's Lieutenants' Association Treasurer. The Association hereby agrees to hold

the County harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this article.

Section 1(A). Agency Shop

The Wayne County Sheriff's Lieutenants' Association having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this agreement shall have deductions made from the wage or salary of employees of said bargaining unit, who are not members of the Association, the amount equivalent to the dues levied by the Association. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to the Association.

Section 2. Discrimination

Membership in the Association shall be voluntary, and the County agrees that there shall be no discrimination, interference, restraint or coercion by the County, or any of its agents against any employee because of his membership in the Association or because of any lawful activities on behalf of the Association.

Section 3. Association Business

The Association may designate not more than two delegates to attend conventions of the Association. During the term hereof there shall be allowed to the Association a total of six (6) days leave with pay which shall be shared by such delegates. The President of the Association shall file written notice in the Office of the Sheriff ten days prior to the day upon which such leave is to begin and shall specify the name(s) of the member(s) designated, date(s) requested and location of the function to be attended.

Section 4. Field Representative

The Association field representative may, for the purposes of administering this agreement, meet with individual members on the job, providing that no inordinate interruption of work is caused by such meeting.

Section 5. Negotiating Committee

The Association may designate up to four (4) members to serve as a negotiating committee. Such County employees shall be paid their regular salary for attending contract negotiation sessions in the event that such sessions occur during normal working hours. The employees must return to duty immediately after the session ends. In addition, each party may invite other persons who may be called upon to serve as resource persons to advance or assist with the negotiations, provided that no more than three (3) such persons for each party shall be permitted to be present in the negotiating room at any one time. Resource persons may not attend or participate in the negotiations without the advance mutual consent of both chief negotiators. Members of the negotiating committee shall also

be allowed two (2) hours time off with pay to attend one (1) pre-negotiating meeting with their chief negotiator in the event that said meeting occurs during normal working hours.

Section 6. Copies of Agreement

The County shall reproduce copies of this agreement in a form mutually agreeable to the parties. The County shall provide each member of the unit with a copy of the Agreement. The President of the Unit will be provided with three (3) extra copies. Any additional copies requested shall be provided by the County at a cost of \$2.50 per copy.

Section 7.

Officers and representatives shall be allowed to act as representatives in the handling of grievances and to perform other Association duties. Reasonable time shall be allowed without loss of pay subject however to the operating efficiencies of the department and directions of the Supervisory personnel.

Section 8. Payroll Savings Plan

The County shall provide a system for a payroll deposit plan. The County reserves the right to enter into an agreement with a "lead bank" to perform payroll transfers to other financial institutions. All employees will participate in Automatic Payroll deposit and transfer at no cost to the employee.

ARTICLE 3. MANAGEMENT RIGHTS

Section 1.

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

Section 2.

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

ARTICLE 4. ANNUAL LEAVE

Section 1.

(a) ~~A full-time employee hired prior to April 1, 2008 shall earn and accumulate leave credit at the rate of four (4) hours per bi-weekly pay period and be credited with eight (8) additional leave hours on January 1st of each year for a maximum annual total of one hundred twelve (112) leave hours. An employee shall not earn annual leave for any bi-weekly pay period unless he/she is in full pay status for at least forty (40) work hours during such bi-weekly pay period.~~

Deleted: Employees who have less than six (6) months of service on or after the effective date of this contract shall, upon completion of thirteen (13) bi-weekly pay periods of service, be credited with sixty annual leave hours. Thereafter, each such

(b) Upon completion of the following full years of continuous service, an employee hired prior to April 1, 2008 will be credited on the employee's anniversary date of employment with the County, with additional annual leave in accordance with the following schedule:

Completed years of <u>Continuous Service</u>	Additional Annual Leave <u>Credit</u>
5 years	40 hours
10 years	80 hours

~~(c) Upon completion of thirteen (13) bi-weekly pay periods of service, a full-time employee hired on or after April 1, 2008 will be credited with sixty (60) hours of annual leave. Thereafter, each such employee shall earn and accumulate leave credit at the rate of four (4) hours per bi-weekly pay period. An employee shall not earn annual leave for any bi-weekly pay period unless he/she is in full pay status for at least five (5) work days during such bi-weekly pay period.~~

~~(d) Upon completion of the following years of continuous service, an employee hired on or after April 1, 2008 will be credited on the employee's anniversary date of employment with the County, with additional annual leave in accordance with the following schedule:~~

<u>Completed years of</u> <u>Continuous Service</u>	<u>Additional Annual</u> <u>Leave Credit</u>
<u>5 years</u>	<u>40 hours total</u>

NOTE: For purposes of this Article, "an employee hired on or after April 1, 2008" shall not be interpreted to include any employee holding a full-time position on that date within the Wayne County

Sheriff's Office who would be eligible to transfer to a position represented by the Sheriffs Lieutenants' Association.

(e) An authorized leave of absence, military leave without pay or a resignation followed by a return to work, reinstatement or reemployment in County service within one (1) year following such leave or resignation shall not constitute an interruption of continuous service for the purposes of subdivisions (b) and (d).

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(f) An employee, during the calendar year, may accumulate annual leave credits in excess of two hundred forty (240) hours. However, no accumulation of annual leave credits in excess of two hundred forty (240) hours shall be permitted to be carried over from one calendar year to another.

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Section 2.

Notice of the annual leave period desired shall be given in writing by each employee to the Sheriff and all annual leave shall be taken at a time agreed to by the Sheriff and the employee. An employee may request the use of a two (2) hour segment of annual leave with less than twenty-four (24) hours notice whenever such leave does not impair the efficiency of divisional operations.

Requests made as the result of a family emergency shall not be unreasonably denied.

Section 3.

Upon voluntary severance from the County due to resignation, resignation in lieu of dismissal, or retirement, where a prior twenty (20) calendar day notice has been given by the employee to the County in writing, an employee shall be entitled to unused annual leave pay due at time of severance. Said unused annual leave shall be paid to the employee in a lump sum. An employee whose employment is terminated for disciplinary reasons shall not be eligible for the payment of accrued but unused annual leave upon termination of employment.

Upon the death of an employee, the unused annual leave days accrued by the employee at the time of death shall be paid to the employee's estate.

Section 4.

In determining annual leave schedules, seniority shall be the determining factor when all other factors, including the needs of the County are considered equal among employees requesting the same time period for annual leave.

Section 5.

An employee may elect to receive cash payment for up to forty (40) hours of accumulated but unused annual leave credit during any calendar year of employment. Such election shall be made in writing and submitted in advance in accordance with deadlines established by the Sheriff or designee. Payment will be made only in twenty (20) hour blocks. Payments will be processed only on the first

pay date in June and/or the first pay date in December. All such payments shall be at the employee's then current regular rate of pay.

ARTICLE 5. HOLIDAYS

Section 1.

The following days shall be designated paid holidays for all employees: New Year's Day, Thanksgiving Day, and Christmas Day.

Section 2.

Employees shall be entitled to nine (9) floating days to be scheduled at a time mutually agreed upon by the employee and department head.

The "straight time" monetary equivalent of any floating days not used or scheduled by the end of the first payroll period in November shall be included for payment to the employee in the November monthly payroll.

Section 3.

If an employee leaves County service prior to the end of a calendar year, he shall repay the County for any floating days used in excess of the number of days that would have been available to him if he had been subject to the designated holidays observed by the County.

Section 4. (Religious Holidays)

In the event that an employee requests leave for a religious holiday that is not included in the above listing of County-observed holidays or for religious observance, such leave shall be charged to the employee's annual leave. Any such request for leave must be submitted, in writing, to the employee's supervisor at least fourteen (14) calendar days in advance if the leave is foreseeable. Requests may be denied if approval would create an undue hardship on the operations of the Sheriff's Office.

ARTICLE 6. SICK LEAVE

Section 1.

Absence from employment by an employee because of illness or disability shall be allowed as sick leave according to the provisions of this Article. Absence from employment because of illness or disability to a member of the employee's immediate family which requires the employee's care and attendance will be treated and allowed as sick leave with permission and at the discretion of the Sheriff and/or his designee. For purposes of this provision, "immediate family" shall be defined as the employee's (i) current spouse or domestic partner; (ii) natural, adopted, or foster child; (iii) stepchild;

(iv) legal ward; (v) natural, step, or adopted parent; or (vi) any other relative who is a member of the employee's household.

Section 2.

- a) In the event of a compensable accident or illness where disability payments are made in accordance with the provisions of the New York State Compensation Act, the County shall be responsible to such employee for the amount of difference between the benefit paid him by the compensating insurance and the amount of pay to which he/she would have been entitled under regular sick leave pay and such payment shall continue until all sick leave time is exhausted. Furthermore, with regard to the foregoing, only that sick leave shall be charged to the employee as represented by the actual monies paid to him/her for the monetary value of this accumulated sick leave time.
- b) In the event of a compensable accident or illness where disability payments are made in accordance with the provisions of the New York State Worker's Compensation Act and the employee is eligible for benefits pursuant to Section 207-c of the General Municipal Law, the County will continue to pay the employee his/her normal weekly pay based on a forty (40) hour week during the period of disability. The County shall be entitled to claim reimbursement from its workers' compensation carrier to the fullest extent permitted by law. The employee will pay to the County the amount of benefits paid by Compensation Insurance to which said employee is entitled. During the period in which the employee is receiving benefits pursuant to Section 207-c of the General Municipal Law, the employee will not be charged for any sick time, annual leave time, bereavement time or floating holiday time. During this same period of time the employee will not earn or accumulate any sick, annual leave or floating holiday time.

Section 3.

- a) An employee shall earn thirteen (13) days of sick leave each year, accrued one-half day per bi-weekly pay period, and may be taken as earned. Accrued sick leave with pay, shall be granted to employees covered by this contract, after six (6) payroll periods of continuous service, at which time three days of sick leave shall be credited to each employee.
- b) Sick leave days shall be allowed to accumulate to a maximum of 180 days to be held as a credit for the employee for future sick leave use.
- c) A maximum of five (5) days of accumulated sick leave in excess of 180 days as of January 1st of each year shall be converted to annual leave.
- d) If, after the first day in December, an employee has used five or less sick days for the previous twelve month period (12/1-11/30), the County will allow the employee to convert four (4) sick leave days as follows: add two (2) days to the employee's annual leave balance and the employee will

be paid for two (2) days. The payment will be made before Christmas and the additional annual leave time will be adjusted after the first of the year. It will be the employee's choice to convert their sick time in this manner. An employee must maintain a balance of at least ten (10) sick days after the conversion.

Section 4.

Approved sick leave time shall for all purposes be considered as continuous service to the County.

Section 5.

The Sheriff or designee shall have the discretion to require an employee to present to the Sheriff a physician's certificate for any absence of more than three (3) consecutive days for which sick leave is requested and as a condition of eligibility for such payment. The Sheriff or designee shall also have the right to require an employee to present a physician's certificate if the County reasonably perceives that the employee is abusing sick leave, has used an excessive amount of sick leave, is exhibiting pattern absenteeism, or under any other set of circumstances calling into question the legitimacy of sick leave use.

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The Sheriff or designee shall also have the right to order fitness-for-duty medical or mental examinations consistent with the provisions of applicable law.

Section 6.

The County shall continue to provide the New York State Short-Term Disability Insurance coverage for all employees covered by this Agreement. Employees shall be required to contribute \$.50 per week (\$1.00 per payroll period; \$26.00 per year) to the cost of the insurance. Use of sick leave in conjunction with receipt of disability payments shall be in accordance with Section 2 of this Article.

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Section 7.

Any employee engaging in gainful outside employment, during normal regular scheduled hours while on sick leave from the County shall not be entitled to sick leave payment, and may be subject to disciplinary action by the County.

ARTICLE 7. MILITARY LEAVE

Section 1.

Employees covered by this agreement will be paid for military leave in accordance with the Military Law of the State of New York.

Section 2.

Employees shall notify their supervisors as far in advance as possible of required military assignments and not later than the work day following receipt of official notice of such assignments.

Section 3.

It will be the responsibility of each employee to be paid under this Article, to present his supervisor with an official record of the time spent for the claimed period of active service.

Section 4.

No employee will be required to apply his annual leave period to any period of mandatory military service.

ARTICLE 8. LIGHT DUTY LEAVE

Section 1.

An employee who is unable to perform, with or without reasonable accommodations, the essential functions of his/her regular position due to a temporary illness or disability may apply for a temporary light duty assignment. In addition, an employee may be required to accept a light duty assignment in the event that the aforementioned temporary illness or disability is due to an occupational illness or injury.

Section 2.

The Sheriff shall endeavor to place the employee in a temporary light duty assignment within his/her division provided a light duty assignment exists consistent with the employee's medical condition and police duties in the bargaining unit. If no such light duty assignment exists within the member's division, the Sheriff may assign the member to a light duty assignment consistent with the employee's medical condition and police duties in the bargaining unit in another division within the Department.

Section 3.

A member performing light duty regardless of divisional assignment shall maintain his/her job title, base salary, and longevity.

Section 4.

Any member on light duty pursuant to this article shall not be eligible for overtime assignments.

Section 5.

A light duty assignment is a temporary assignment and as such will not be used as the basis for a grievance within the department by other members.

ARTICLE 9. BEREAVEMENT LEAVE

Section 1.

In the event of the death of an employee's current spouse or domestic partner, parent (including foster parents, adoptive parents, and step-parents), child (including natural, adopted, foster and stepchildren), brother, sister, grandparent, or grandchildren, the employee shall be granted up to four (4) full days off relating to the death and/or funeral, plus the day of the funeral. One of the said days of paid bereavement leave may be reserved for the purpose of attending the decedent's interment in the event that the interment is delayed to a later date such as for a spring burial. The days granted will be compensated at the rate of the employee's regular day's pay. The Sheriff, or designee, may request the employee to submit a notice of death or other evidence attesting to the validity of the absence.

Section 2.

In the event of the death of an employee's mother-in-law, father-in-law, spouse's grandparent, brother-in-law, sister-in-law, legal ward, or other relative of the employee who is a member of the employee's household, aunt, uncle, niece, or nephew, the employee shall be granted up to two (2) days off (one (1) day plus the day of the funeral). The days granted will be compensated at the rate of the employee's regular day's pay. The Sheriff, or designee, may request the employee to submit a notice of death or other evidence attesting to the validity of the absence.

Section 3.

In the event one (1) or more of the bereavement days in this section falls on an employee's annual leave, sick time, or other paid time off, the employee shall, at his/her request, have the bereavement time substituted for the other time off work.

ARTICLE 10. LEAVE OF ABSENCE

Section 1. Parental Leave

(a) A pregnancy related disability shall be treated in the same manner as any other non-occupational disability with respect to sick leave benefits and NYS disability insurance coverage. The employee shall notify the Sheriff of the estimated start of such leave.

(b) An employee shall be entitled to a parental leave of absence not to exceed one (1) year in connection with the birth of the employee's child or the placement of a child with the employee for adoption or foster care. Female employees shall be entitled to use sick leave during the period of the pregnancy-related disability. In addition, employees may elect to use annual leave and accrued compensatory time during any approved parental leave. Once all annual leave and compensatory

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time credits have been exhausted, the balance of the parental leave shall be unpaid leave. The combination of paid and unpaid leave shall not exceed one (1) year and shall encompass any time during which the employee is on leave pursuant to the federal Family and Medical Leave Act (FMLA).

(c) Once FMLA benefits have been exhausted, the employee will be allowed to remain in the health insurance program at group rates during the unpaid portion of any parental leave provided that he/she pays the County the full cost of his/her health insurance.

(d) If the employee chooses at any time to resign from County service during an approved parental leave, the County shall recognize any rights he/she may have to continue his/her health insurance coverage under COBRA. An employee who fails to return to work immediately upon the expiration of an approved parental leave of absence shall be deemed to have voluntarily resigned from employment.

Section 2. Family and Medical Leave Act (FMLA)

The County shall issue a FMLA policy statement to all employees covered by this Agreement. Said policy statement shall be consistent with the FMLA regulations of the United States Department of Labor as they presently exist or as amended from time to time. Without limiting the foregoing, said policy statement shall provide in part that an employee has the right to substitute paid leave for unpaid FMLA leave. However, the County shall not be required to allow substitution of sick leave for unpaid FMLA leave in any situation when the County would not normally provide any sick leave. Said policy statement shall also recognize the County's right to require an employee to substitute paid leave for FMLA leave and the order in which such paid leave is to be substituted. The policy statement shall also provide that any FMLA qualifying workers' compensation leave shall run concurrently with FMLA leave.

Section 3. Other Unpaid Leaves

In addition to any unpaid leaves of absence required by law, a personal leave of absence without pay may be permitted upon written request to the Sheriff at least ten (10) days prior to the beginning of the leave. Requests for leave of absence shall not be unreasonably denied. However, a leave of absence for employment with other than the Wayne County Sheriff's Office shall not be granted.

An employee who fails to return to work immediately upon the expiration of an approved unpaid personal leave of absence without receiving proper authorization to extend such leave, and who does not have the inability or incapacity to contact the County due to medical reasons, shall be deemed to have voluntarily resigned from employment.

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ARTICLE 11. RETIREMENT PROGRAM

Section 1.

The County shall provide under the New York State Retirement System the non-contributory twenty (20) year career plan (Section 75-l) or, if applicable, the optional retirement plan for certain individuals engaged in law enforcement (Section 89-b) to those employees eligible to participate.

Section 2.

The County shall provide Section 89-p and 603.1 of the NYS Retirement and Social Security Law (an optional 25 year retirement plan for certain individuals engaged in criminal law enforcement and Correction Officers).

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ARTICLE 12. WORK WEEK

Section 1.

- a) The regular work week for employees shall be five (5) consecutive work days of eight (8) hours per day with a total of forty (40) hours per week. Following a five (5) day work week there shall be two (2) consecutive days off. The period of the work week or days may be varied due to necessity or emergency.
- b) Shift times shall be scheduled by the Sheriff, individual shift time shall not be changed for disciplinary, arbitrary, or capricious reasons.
- c) All employees are required to report to work at the scheduled time. Any tardiness shall be regarded as a violation of these rules. An employee, tardy three (3) times shall be subject to a written warning. Continued unexcused tardiness may be considered cause for suspension. If tardiness continues after such disciplinary action, the employee shall be subject to dismissal after departmental hearing.

Section 2.

Any absence not reported within one (1) hour prior to the time the employee is supposed to commence work and any absence not chargeable to annual leave or sick leave shall be classed as unauthorized leave.

Section 3.

Lieutenants for whom necessity and/or emergency may require, from time to time, a different work week schedule than that described in Section 1, may, with the permission of the Sheriff or his designee, alter their schedule to meet the needs of the division or Department.

Section 4.

An employee who is absent from work without authorization for three (3) consecutive work days or longer, and who does not have the inability or incapacity to contact the County due to medical reasons, may be deemed by the County to have resigned from his/her employment.

Section 5. Jury Duty

When an employee is summoned for jury duty, he/she shall immediately notify the Sheriff or his/her designee. The employee summoned for jury duty will be assigned to work primarily "B" Line and will report to jury duty as required. Any day the employee is not required by the court to spend the entire day in court, or is dismissed as a juror, he/she shall report to the Sheriff's Office to complete his/her eight (8) hour tour of duty.

An employee shall be entitled to a maximum of eight (8) hours of his/her straight time rate of pay per day. Any stipend or fee, except mileage and parking, which the employee receives for serving on jury duty, shall be turned over to the County.

The employee shall submit to the Sheriff's Office written verification from the Court System as to the dates and times served on jury duty.

ARTICLE 13. SALARY AND WAGES

Section 1.

During the term of this agreement, salaries shall be paid to full time employees in accordance with the 2008 - 2010 Salary Schedule annexed hereto as "Appendix A". Each employee shall receive a Lieutenant's stipend of \$1,200 at the beginning of each contract year in recognition of the uncompensated extra-hours demands of the position. Such stipend will not be added to the salary rates shown in Appendix A.

Section 2.

When a current Sheriff's Department employee is promoted, or when an individual is hired into the position of Sheriffs Lieutenant, he/she shall be placed in the hire rate. At the successful completion of the probationary period, as stated in Article 24 (Probationary Period), the employee will move to the job rate in effect for that contract year.

ARTICLE 14. HEALTH INSURANCE

Section 1.

(a) Effective as soon as practical following the ratification of this Agreement, the County's self-insured Doctor's Health Plan option (DHP-15), including dental coverage, shall be offered as the base health/dental plan available to each employee covered under this Agreement and their eligible dependents. The County shall continue to make available to the employees and their eligible dependents health and dental benefits substantially equivalent to the DHP-15 health plan, including dental coverage, in existence immediately prior to the execution of this Agreement. Notwithstanding anything to the contrary herein, dental coverage shall cease upon the employee's retirement or severance from County service regardless of date of hire.

The County reserves the right to change or provide alternate insurance plans or carriers, HMOs, or benefit levels, or to self-insure, as it deems appropriate for any form or portion of the base health/dental coverage referred to in this Article, so long as the new coverage and benefits, when viewed as a whole, are substantially equivalent to, or better than, the base programs existing at the time of any such change. The County agrees to consult with the Association prior to any such change. However, the County will not be responsible for changes unilaterally imposed by an insurance provider, or HMO, in benefits, co-payment provisions, or deductibles so long as the County uses its best efforts to minimize changes by incumbent insurance providers and HMOs from one plan year to another.

Furthermore, the County shall also have the option to offer to the employees and their eligible dependents additional health and/or dental plans such as but not limited to HMOs, PPOs, EPOs, or self-insured plans. The premium cost sharing for any such additional plans shall be pursuant to Section 2 below.

The extent of coverage under the benefit plans, including any HMOs and/or self-insurance plans referred to in this Agreement, shall be governed by the terms and conditions set forth in said policies or plans. Any coverage or claim dispute concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance procedure set forth in this Agreement.

(b) When more than one family member is eligible to enroll for coverage under the County's health insurance plans, there shall be no more than one family plan enrollment permitted in any family unit.

(c) Employees may change health insurance options once each year during an open enrollment period established by the County.

Deleted: (a) The County shall provide each employee covered under this agreement with the choice of either:
<#>The Wayne County Medical Plan with all riders in effect as of January 1, 1995.
<#>The Blue Choice HMO Health Care Plan
Effective July 1, 1998 the Blue Choice HMO Health Care Plan shall be replaced by the Doctors' Health Plan (HMO Type Benefits). Any employee whose Blue Choice primary physician refuses to participate in the Doctors' Health Plan shall be allowed to remain in the Blue Choice program. ¶ Effective upon ratification of this agreement, subdivisions (a) 1 and (a) 2 above shall be deleted and replaced with the following:
<#>The Blue Choice Select Health Care Plan; or
<#>The Doctors' Health Plan with \$15 co-pay (DHP-15).
. 2a. Effective September 1, 2000 the Doctor's Health Plan (HMO Type benefits) shall include a dental rider (Option A) for active employees. The dental rider shall cease upon the employee's retirement or severance from County service regardless of date of hire.
. 3. Effective July 1, 1998 all health care plans (retiree and active) containing a \$5.00 co-pay prescription rider shall convert to a \$10.00 co-pay rider.
. 4. Effective July 1, 1998 the definition of dependent child covered by the Wayne County Health Care Plan shall be changed from "any unmarried dependent child of yours who is under 26 years of age and resides with you" to "any unmarried dependent child of yours who is under 24 years of age and resides with you".

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Section 2.

The premium costs, or premium equivalents, for Health Insurance Coverage shall be paid as follows:

1. All employees covered by this agreement on full pay status on March 31, 1977 will have the full cost of Section 1 (a) paid for by the County.
2. All employees covered by this Agreement after March 31, 1977 will have 90% of the cost of a single plan paid for by the County. Those employees requiring a Family Plan will have 80% of the cost of the plan paid for by the County.

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Section 3.

(a) All employees on full pay status prior to April 1, 1977 and retirees or retired employees at age fifty-five (55) or more and who shall have been in the continuous employ of the County for at least ten consecutive years prior to retirement and who were at the time of retirement members of the Health Insurance Plan will continue to have the full cost of their Health Insurance Plan paid for by the County until their death. Effective January 1, 2004, the employer shall pay for the Medicare Part B and Medicare supplemental with the drug rider for members who retire and receive fully paid medical benefits under this provision.

(b) The surviving un-remarried spouse of a County employee who retires after January 1, 1985 and who was receiving full paid health insurance at time of death may remain in the group at his/her own expense provided, however that the individual complies with the payment and reporting procedures established by the County. It will be the individual's responsibility to initiate the request for participation in the Group.

(c) Except as provided under subsections 3(d) and (e) below, all new employees on full pay status who were hired after March 31, 1977, and all employees on less than full pay status, regardless of their date of hire, shall have their Health Insurance benefits, cease with the termination of their employment with the County regardless of age, years of service or reason for termination, subject to any rights to continued health coverage under state or federal law such as COBRA.

(d) All employees on full pay status who were hired after March 31, 1977, and who shall have been in the continuous employ of the County for at least ten (10) consecutive years prior to retirement and who are 55 years of age and older and are, at the time of retirement, members of the Health Insurance Plan will be allowed to remain in the Group at their own expense provided, however, they comply with the payment and reporting procedures established by the County.

(e) All employees on full pay status who were hired after March 31, 1977 and who shall have been in the continuous employ of the County for at least ten (10) consecutive years prior to retirement and who shall retire from the County under a New York State Retirement plan on or after January 1,

Deleted: (a) All employees on full pay status prior to April 1, 1977 and retirees or retired employees at age fifty-five (55) or more and who shall have been in the continuous employ of the County for at least ten consecutive years prior to retirement and who were at the time of retirement members of the Health Insurance Plan will continue to have the full cost of their Health Insurance Plan paid for by the County until their death. Effective January 1, 2004, the employer shall pay for Medicare Part B and Medicare supplemental with the drug rider for members who retire and receive fully paid medical benefits under this provision. ¶

(b) Effective January 1, 1995, all employees eligible for (a) above who are enrolled in the optional retirement plans (89-b or 603.1) and who choose to retire before reaching the age of fifty-five (55) and who are members of the Health Insurance Plan at time of retirement will be allowed to remain in the group at their own expense provided, however, they comply with the payment and reporting procedures established by the County. Upon reaching the age of fifty-five (55) said employees shall have the full cost of their Health Insurance Plan paid for by the County until their death.¶

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2001 and who at the time of retirement were members of the County Health Insurance Plan shall be entitled to apply the cash value of his/her accumulated unused sick leave to his/her medical insurance premium payments. The cash value of accumulated sick leave shall be equal to the number of hours credited to the employee on the date of retirement multiplied by the employee's job rate plus longevity (stipends and/or shift differential will not be used in the calculation). The employee may apply this credit towards premiums at any rate up to the County's rate of contribution at the time of retirement (90% for a single plan; 80% for a family plan). At the employee's request, application of the cash value may be deferred until such time as the employee shall notify the County that he/she wishes to have the application made. The credit can only be used toward the cost of a County sponsored health care plan and shall cease upon the death of the employee.

Deleted: upon reaching the age of 55.

Section 4.

If an employee chooses not to participate in the negotiated health plan for a full fiscal year, and has health insurance coverage through another source, the employee shall be paid \$300.00 single, \$500.00 family, each year as a health insurance buy-out. Proof of the other insurance will be required. The payment will be made in a lump sum during the month of December of the opt-out year and pro-rated as necessary. If both spouses are employed by the County, a single plan will be paid. The employee will have the right to return to County coverage, pursuant to the health plan's rules and regulations, either: (1) if the employee loses his/her alternate coverage due to death, divorce, or loss of insurance for other qualifying reasons beyond his/her control; or (2) during the County's open enrollment periods.

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Section 5.

In the event of layoffs due to budgetary constraints, the County will provide 90 days of COBRA payments for the DHP-15 plan if the County fails to provide the employee at least three months notice prior to the layoff.

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Section 6.

The County shall maintain a health reimbursement account (HRA) plan for all members pursuant to Section 105-h of the Internal Revenue Code. The Employer shall contribute \$150 per year for employees with a single policy, and \$500 per year for employees with a 2-person or family policy. Members shall be allowed to accrue a maximum of three times the employer contribution. The HRA shall provide that it covers expenses not paid under a Section 125 (Flexible Spending) account. Upon retirement, an employee must utilize all HRA benefits within two years of retirement.

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Section 7.

The Employer shall, upon presentation of proper documentation, reimburse employees in the DHP-15 plan for any co-pays required for Home Health Care visits.

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Section 8. Medicare Supplemental Plan

Coverage under a medical insurance and prescription drug plan made available through the County will continue until the retiree or eligible spouse, as the case may be, meets the criteria for Medicare coverage, at which time the primary coverage will be provided by Medicare. At that time, the retiree and/or eligible spouse will be required to change medical insurance and/or prescription drug plans in order to enroll in a Medicare supplemental policy made available through the County. The County will NOT reimburse an eligible retiree and/or eligible spouse for the cost of the Medicare Part B premium.

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ARTICLE 15. OTHER COMPENSATION

Section 1.

Uniform Officers shall be provided weekly dry cleaning service by the County for their departmental uniforms. The dry cleaning provided by the County shall be by private facility upon award of public bid by the Board of Supervisors. Shoes will be provided as a part of the uniform.

Section 2.

Each Lieutenant assigned to wear work clothing other than work clothing furnished by the County shall receive an annual clothing allowance of up to eight hundred and fifty (\$850) dollars for dry cleaning costs and/or the purchase of approved professional outer clothing used or damaged in the line of duty. Pro-rated payments shall be made quarterly upon submission of duly executed vouchers and audit of same by the County. Employees may only claim reimbursement for each quarter during the months of March, June, September, and December. Any monies not claimed by the employee by the close of the County budget year in December shall be forfeited in recognition that the annual clothing allowance is not cumulative.

Section 3, No change

Section 3.

Voluntary participation in a Deferred Compensation Plan, if adopted by the County.

ARTICLE 16. DURATION

This contract shall continue in full force and effect for a period of thirty-six (36) months commencing January 1, 2008 and ending December 31, 2010.

ARTICLE 17. VACANCIES

All job classifications will be filled in accordance with existing Wayne County Civil Service Rules and Regulations where applicable.

ARTICLE 18. SENIORITY

Section 1.

County seniority shall be defined as the length of continuous full time service with the County. Divisional seniority shall be defined as the length of full time continuous service within an assigned division of same classification (date of rank) of the Department.

Section 2.

Shift assignments and pass days among employees of the same classification shall be determined by divisional seniority.

Section 3.

In the determining of annual leave schedules, Departmental seniority shall be the determining factor when all other factors, including the needs of the County are considered equal among employees requesting the same time period for annual leave.

Section 4.

All employees in the competitive class shall, for the purposes of layoff and recall, be governed by the provisions of Section 80 of the Civil Service Law.

Section 5.

As used in Section 1, continuous service includes any time period when the employee is on the Employer's active payroll and those periods when an employee is:

- a. On an authorized leave of absence;
- b. On layoff;
- c. Absent from and unable to perform the duties of his position by reason of a disability resulting from illness or occupational injury;
- d. The time period immediately following resignation, provided the employee is rehired within one (1) year.

Section 6.

An employee loses his/her seniority only when one or more of the following occurs:

- a. He/she resigns (unless he is reinstated within one (1) year);
- b. He/she is discharged;
- c. He/she retires;

d. He/she refuses a recall.

Section 7.

If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be cast by lot at time of their appointment.

Section 8.

No new employees will be hired below the starting salary or above the maximum salary.

Section 9.

The employer shall provide within four (4) months from the execution of this Agreement, a seniority roster.

ARTICLE 19. SEPARABILITY AND CONSTRUCTION

Section 1.

If the enactment of legislation or the determination of a court or other tribunal of final jurisdiction renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of the balance of this Agreement which shall remain in full force according to the terms and in the same manner and with the same effects as if such invalid portion had not originally been included herein.

Section 2.

This contract shall be construed in accordance with the Laws of the State of New York.

Section 3.

In the event that any part of this Agreement is made inoperative as provided in Section 1 hereof, then upon written demand of either party, the parties agree to meet within thirty (30) days to renegotiate the negated provisions.

ARTICLE 20. COMPLIANCE WITH LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 21. GRIEVANCE PROCEDURE

Section 1. Declaration of Policy

The purpose of this grievance procedure is to provide an orderly process whereby the employees and their employee organization specified herein may equitably and expeditiously settle any grievance that may arise in the course of their employment, free from coercion, restraint, interference, discrimination or reprisal. The provisions contained herein shall be liberally construed for the accomplishment of those objectives.

Section 2.

As used herein the following terms shall have the following meanings:

- (a) County means the County of Wayne.
- (b) Employee means any person covered by the bargaining unit.
- (c) Supervisors means persons, regardless of title, who are assigned to exercise a level of supervisory responsibility over employees.
- (d) Sheriff means the individual having charge of the grievant's department or his designee.
- (e) Grievance means any claimed violation, misinterpretation or inequitable application of the specific and express terms of this agreement.
- (f) Grievant means the employee, employer and/or the Association,
- (g) No grievance will be initiated more than twenty (20) calendar days after the grievant knew or should have known, about the action, or omission giving rise to the grievance.

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Section 3.

The first stage of procedure shall consist of the grievant's presentation of his/her grievance in writing to the Sheriff or his/her designated representative. The specific nature of the grievance and the facts relating thereto shall be reduced to writing by the grievant. A written response shall be made within ten (10) calendar days from the receipt of the grievance. Grievances shall not be instituted more than twenty (20) calendar days after the grievant knew or should have known, about the action or omission giving rise to the grievance.

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Section 4.

If the determination made is not satisfactory to the grievant, at the first stage, he/she may make written request for review within ten (10) calendar, days from the determination at the first stage and file a copy of the request with the Clerk of the Board of Supervisors of the County of Wayne. The Grievance Committee of the Board of Supervisors shall within thirty (30) calendar days or at the next regularly scheduled meeting of said Committee, whichever comes first, grant a hearing to the grievant. The grievant shall have a minimum of three (3) calendar days' notice of said hearing. At that time the grievant and the Sheriff may present oral and written statements and witnesses. A

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written finding shall be made within ten (10) calendar days after the hearing by the Committee and transmitted to the grievant and the Sheriff.

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Section 5.

If a satisfactory solution is not reached, then the Association or the Sheriff, and only the Association or the Sheriff, may make a request for arbitration within thirty (30) calendar days from the determination at the second stage. A copy of said request shall be filed with the Clerk of the Board of Supervisors. Upon receipt of said request the County and the Association shall agree upon an arbitrator; or if the parties cannot agree then an application shall be made to the New York State PERB for a list of five (5) arbitrators. Within seven (7) calendar days of the receipt of the aforementioned list, the County and the Association shall alternately reject one name until one name remains on the list. The remaining arbitrator shall then hear the matter. The County and the Association shall alternate which party strikes first as such lists are presented for selection of an arbitrator.

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Section 6.

Following selection of an arbitrator the parties shall present the facts relevant to the grievance, and the determination thereafter by the arbitrator shall be binding upon both parties. The decision of the arbitrator shall be rendered within thirty (30) calendar days following the closing of the record. Both parties will share equally the cost of the arbitrator. However, the party initiating arbitration shall be responsible for any initial filing or administrative fees charged by PERB in connection with same. Furthermore, a party causing the cancellation or adjournment of a scheduled arbitration hearing shall be responsible for any late cancellation fee charged by the Arbitrator unless the County and the Association agree otherwise.

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Section 7.

A grievant shall be entitled to an association representative, if he/she so desires, in the presentation and processing of a grievance at all stages under the procedure.

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Section 8.

The time limits contained within this grievance procedure shall be of the essence and strict compliance with same shall be a condition precedent to the arbitration of any particular grievance. Notwithstanding this, the time limitation for each step of the aforementioned procedures may be waived by advance mutual agreement of the parties in writing.

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Section 9.

A grievant and his/her Association representative shall be allowed time off from his/her regular duties as may be necessary and reasonable for the processing of a grievance adopted pursuant to this Agreement without loss of pay or annual leave or other time credits.

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ARTICLE 22. PERSONAL FOLDER REVIEW

The employee shall have the right to examine and comment upon all documents in his/her folder - except confidential material, employer references, and transcripts, subject to the following constraints:

1. Not less than five days before examination, notice of interest should be sent to the department having the employee's file.
2. Subject to administrative convenience, review time will be arranged within ten days of the receipt of the request.
3. A proctor will be present during the review, and no materials shall be removed from the file.
4. Comments on materials within the folder shall be directed to the appropriate department head and noted for enclosure in the file.

ARTICLE 23. DEPARTMENTAL RULES AND REGULATIONS

All employees shall comply with the existing Departmental Rules and Regulations which are not in conflict with this Agreement. Departmental Rules and Regulations shall be uniformly applied and enforced to the extent practicable. Any claim that a rule or regulation is arbitrary and/or capricious shall be subject to the grievance procedure provided for in this agreement. The Employer shall have the right to adopt additional rules and regulations provided that such proposed additional rules and regulations are not in violation of any specific or express provision of this agreement. The Association shall be notified by all proposed rules and regulations and afforded the opportunity to discuss them prior to their adoption.

ARTICLE 24. PROBATIONARY PERIOD

Section 1.

Every permanent appointment from an open competitive list shall be for a probationary term of not less than eight (8) weeks or more than fifty-two (52) weeks, or as otherwise provided in the Wayne County Civil Service Rules. An appointment shall become permanent upon certification by the Sheriff during the above described period or upon the retention of the probationer beyond the expiration of the maximum period of probation. If the conduct or performance of the probationary employee is not satisfactory, his/her employment may be terminated during the afore-described period.

New employees serving their probationary period shall have the right to Union representation for all purposes of this Agreement with the exception of discipline and discharge. During the

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probationary period, such employee may be discharged, suspended or demoted without recourse to the grievance procedure.

Section 2.

The probationary period for employees promoted to a higher position shall be for a period of twelve (12) weeks, ~~or as otherwise provided in the Wayne County Civil Service Rules.~~ During this time such employee may be returned to his/her former position for unsatisfactory performance, without recourse to the grievance procedure.

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While such employee is serving a probationary period, the Employer shall make ~~a reasonable~~ effort to notify such employee of any deficiency that may have been observed in such employee's work which, if not corrected, could be cause to terminate employee, or in the case of a promoted employee, the return of that employee to ~~his/her former position prior to the completion of the~~ probationary period.

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ARTICLE 25. TUITION REIMBURSEMENT

Section 1.

Subject to the prior recommendation of the Sheriff and the approval of the County Administrator, tuition reimbursement will be granted to full time employees holding permanent status for course work taken outside of normal working hours provided: a completed request form is submitted to the Sheriff; the course is taken at a local educational institution which is accredited by New York State and the course is directly related to work actually performed by the employee or work which may be reasonably expected to be performed by the employee in the near future.

Section 2.

The maximum reimbursement to an employee will be equal to 75% of the actual tuition cost to the employee, to a maximum of \$1,500.00 in any school year. Actual reimbursement shall be contingent upon the following:

- A. The employee must submit documentation of the tuition cost paid by him/her for the course and proof that the course was successfully completed.
- B. The employee must still be employed by Wayne County at the time the course is completed.

Section 3.

Disputes regarding the application of this Article may be resolved by the grievance procedure except that the second stage shall be the final step.

ARTICLE 26. DISCIPLINE AND DISCHARGE

Section 1.

An employee covered by this Agreement who has successfully completed his/her probationary period shall be subject to the following procedure for disciplinary and discharge matters in lieu of and in place of the procedures specified in Sections 75, 76, and 77 of the Civil Service Law.

Section 2.

No employee shall be subjected to disciplinary action without cause.

Section 3.

Disciplinary action may include written reprimands, suspension, demotion, discharge, loss of paid leave credits, fines, or any combination thereof. A notice of such discipline shall be made in writing and served upon the employee, by personal service, or by registered or certified mail. A copy of the notice of discipline shall also be promptly provided to the Association President. The specific acts for which discipline is being imposed, or sought to be imposed, and the penalty shall be specified in the notice, and shall include references to dates, times, and places to the extent practicable.

Section 4.

If the employee disagrees with the disciplinary action, the employee and/or the Association may submit a grievance at the Stage 2 level of the grievance procedure as specified in Article 23 of this Agreement. Failure to submit a grievance within ten (10) calendar days of receipt of the Notice of Discipline will constitute acceptance of the penalty by the employee and the Association and the matter will be deemed settled in its entirety. Subject to a mutual written agreement between the Association and the Sheriff, the time limit hereinabove specified may be extended.

Section 5.

It is expressly understood that the Sheriff shall be permitted to impose the disciplinary penalty prior to expiration of the ten (10) calendar day period for submittal of a grievance challenging disciplinary action if the employee's continued presence in the workplace would, in the Sheriff's reasonable judgment, constitute a threat to the safety of persons or property, or the security of County operations, or seriously threaten the maintenance of order and discipline within the workplace.

Section 6.

An employee shall have the right to be represented in disciplinary matters by an Association representative if the employee elects to do so. Such right of representation shall extend to any questioning of the employee which may lead to disciplinary action. The employee will be advised of such right of representation in writing prior to any such questioning. In those instances where the penalty sought to be imposed consists of a discharge, suspension without pay, demotion, loss of paid leave credits, or a fine, the employee shall be granted a preliminary hearing with the Sheriff, or his

designee, prior to service of the Notice of Discipline. The preliminary hearing shall be informal and may be attended by the employee's Association representative if the employee elects to have a representative present, and shall consist of oral notice to the employee of the allegations against him/her and an opportunity to respond orally to said allegations. In any event, nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the Sheriff/County and the employee may waive his/her rights to the procedures outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

Section 7.

No disciplinary action shall be commenced by the Sheriff more than eighteen (18) months after the occurrence of the alleged act(s) for which discipline is being considered provided, however, that such time limitation shall not apply where the act(s) would, if proved in a court of competent jurisdiction, constitute a crime.

**IN WITNESS WHEREOF, THE PARTIES, hereunto
executed this Agreement by their duly
authorized officer this
_____, day of _____, 2009**

JAMES HOFFMAN, CHAIRMAN
COUNTY OF WAYNE

ROBERT HETZKE, LIEUTENANT

RICHARD PISCIOTTI, SHERIFF

STEPHEN SKLENAR, LIEUTENANT

JAMES A. MARQUETTE,
COUNTY ADMINISTRATOR

ROBERT MILBY, LIEUTENANT

CHARLES A. DYE,
DIRECTOR OF HUMAN RESOURCES

LESTER CARR JR., LIEUTENANT

APPENDIX A

LIEUTENANT'S SALARY SCHEDULE

<u>YEAR</u>	<u>HIRE RATE</u>	<u>JOB RATE</u>
2008	\$57,038	\$61,883
2009	\$59,605	\$64,668
2010	\$62,287	\$67,578

LONGEVITY: Effective January 1, 1998 the longevity schedule for Lieutenants shall be: (percentages will be applied to the step that the Lieutenants are on at the time of reaching the appropriate anniversary date):

<u>AFTER</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
5 Years	1%	1%	1%
6 Years	1.5%	1.5%	1.5%
7 Years	2%	2%	2%
8 Years	2.5%	2.5%	2.5%
9 Years	3%	3%	3%
10 Years	3.5%	3.5%	3.5%
11 Years	4%	4%	4%
12 Years	4.5%	4.5%	4.5%
13 Years	5%	5%	5%
14 Years	5.5%	5.5%	5.5%
15 Years	6%	6%	6%
16 Years	6.5%	6.5%	6.5%
17 Years	7%	7%	7%
18 Years	7.5%	7.5%	7.5%
19 Years	8%	8%	8%
20 Years	8.5%	8.5%	8.5%
21 Years	9%	9%	9%
22 Years	9.5%	9.5%	9.5%
23 Years	10%	10%	10%
24 Years	10%	10%	10%
25 Years	10%	10%	10%

Salary increases shall be retroactive to January 1, 2008 for all members employed by the Department on the date of Board ratification.

APPENDIX B

ALCOHOL AND CONTROLLED SUBSTANCE TESTING PROGRAM

Section 1: Basis for Drug and/or Alcohol Testing

An employee of the Wayne County Sheriff's Office shall be required to undergo testing if there is a reasonable suspicion that he/she may be under the influence of drugs and/or alcohol. The decision to test must be based on specific, current, physical, behavioral or performance indicators of probable controlled substance and/or alcohol use.

The recommendation that a Lieutenant be tested shall be made in writing by a Command Officer (Chief Deputy or above) who has received appropriate training. The report shall be presented to the Sheriff or in his absence, Undersheriff or, in his absence, to the Chief Deputy. The Sheriff or, in his absence, the Undersheriff, or in his absence, the Chief Deputy shall make the final decision to have the employee tested.

The Sheriff or his designee (Undersheriff or Chief Deputy) shall make every effort to meet with the affected employee prior to making the decision.

The affected employee may consult with and/or be accompanied by counsel and/ or a WCSLA representative at any stage of the process as long as such consultation does not cause an unreasonable delay in the testing process.

If an employee is ordered to submit to a drug and/or alcohol test, the employee shall be given a written statement detailing the basis for the finding of reasonable suspicion. The testing time shall be treated as time worked for the purpose of payroll.

A copy of the written report which led to the reasonable suspicion testing will be made available to the WCSLA President upon request.

Section 2: Testing Procedures

Breath alcohol testing and urine sample collection for the purpose of testing for drugs shall be conducted under the procedures required by mandatory regulations of the Federal Highway Administration.

The collection sites shall have all necessary personnel, materials, equipment, facilities and supervision to provide collection, security, temporary storage and shipping of urine specimens to a certified testing laboratory. The collection site will conduct alcohol tests by a breath alcohol technician (BAT) trained to proficiency in the operation of the evidentiary breath testing device (EBT).

The testing laboratory shall be certified under the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs. The name and address of each laboratory used by the third party administrator shall be available upon request.

A test for alcohol shall be deemed positive if the alcohol concentration meets or exceeds the legal limit identifying driving while ability impaired (.07) as prescribed in the NYS Vehicle and Traffic Law Section 1192.1.

Section 3. Review of Drug Testing Results

The third part administrator used by the County shall provide the services of a Medical Review Officer (MRO). The MRO shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall review all positive controlled substance test results and interview individuals testing positive to verify the laboratory report before the County is notified.

Following verification of a positive test result, the MRO shall refer the case for action to the County Personnel officer, who shall serve as the Drug/Alcohol Program Manager (DAPM). The Personnel officer shall in turn notify the Sheriff of the results.

The Medical Review Officer, Personnel Officer or Sheriff shall notify each employee with a confirmed positive test that he/she has seventy-two (72) hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a verified positive test, the MRO shall direct the laboratory in writing to provide the split specimen to another DHHS certified laboratory for analysis.

If the analysis of the split specimen fails to reconfirm the presence of the controlled substance(s) found in the primary specimen or if the split sample is unavailable, inadequate for testing, or not testable, the MRO shall report this to the Personnel Officer and the affected employee and the original test results shall be treated as negative.

The costs associated with the test of a split sample shall be the responsibility of the employee if the results of the test are positive. The County shall require reimbursement from the employee for the cost of the test within a reasonable period of time not to exceed thirty (30) days.

Section 4: Refusal to Test

Any disciplinary action resulting from an employee's refusal to submit to testing shall be administered in accordance with Article 21 of the Collective Bargaining Agreement.

An employee is considered to have refused to submit to testing if he/she fails to provide adequate breath for alcohol testing without a valid medical explanation after having received notice of the requirement for breath testing; fails to provide adequate urine for controlled substance testing without a valid medical explanation after having received notice of the requirement for urine testing; engages in conduct that clearly obstructs the testing process.

Section 5: Results of Drug and Alcohol Screening Tests

Affected employees will be notified of the results of all screening tests at the earliest appropriate time (to be determined by particular acts and circumstances). Those test results which do not indicate the presence of a drug or alcohol will be destroyed and any indication of testing shall be removed from the individual's personnel file.

Any test resulting in a positive report shall be referred to the Sheriff for a complete investigation. Upon completion of such investigation, if it is found that the employee has used any drug which has not been legally prescribed and/or dispensed or has reported for duty under the influence of alcohol, a report of such shall be prepared. Upon service, the employee against whom such report has been made shall receive a copy of the test results and shall be immediately referred to a mutually agreeable Substance Abuse Professional for evaluation.

Refusal to accept a referral shall be grounds for disciplinary action which shall be administered in accordance with Article 21 of the collective bargaining agreement.

Section 6: Evaluation and Treatment

The opportunity for rehabilitation (rather than discipline) shall be granted once for any lieutenant who is not involved in any drug/alcohol related criminal activity other than possession for personal use and either:

- a) voluntarily admits to alcohol or drug abuse prior to testing; or
- b) tests positive for the first time

Any employee who voluntarily admits to the Sheriff his/her use of or dependence upon illegal drugs and/or alcohol, or tests positive for the first time, shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program.

Any costs for an initial evaluation by a mutually agreed to substance abuse professional (SAP) shall be borne by the County. Any costs associated with treatment recommended by the evaluation shall be the employee's responsibility.

The employee may draw on any existing annual leave, sick and/or compensatory time accruals as long as he/she is in compliance with the recommendations of the SAP. The employee may draw on any existing sick time accruals for time spent during normal working hours under the care of a physician or for time spent during normal working hours in scheduled activities prescribed by the SAP. The employee must, upon request by the Sheriff or his designee, provide a certificate from a physician and/or SAP recommended professional verifying the time claimed as sick leave.

Reinstatement to the employee's position may only occur upon certification that the employee has satisfactorily fulfilled the treatment plan prescribed by the SAP with a recommendation that the

employee be returned to regular assignment. The Sheriff shall retain the right to assign and manage personnel in accordance with Civil Service Law and the collective bargaining agreement.

Any return to duty test will be scheduled on the employee's own time and the costs associated with the test shall be the responsibility of the employee if the results of the test are positive.

Upon returning to work an employee will be subject to a maximum of four (4) random tests in a twelve (12) month period. Every effort will be made to schedule these tests during normal working hours. If the tests are unable to be scheduled during normal working hours they will still be treated as time worked for payroll purposes. The costs associated with the tests shall be the responsibility of the employee if the results of the test are positive.

Section 7: Confidentiality and Employee Protection

The County shall take appropriate action against any individual or organization that violates an employee's right to confidentiality under this procedure.

Any disputes concerning the interpretation or application of this Appendix shall be subject to contractual grievance and arbitration procedures.