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GEN 19432

**AGREEMENT**

Between

**THE COUNTY OF PUTNAM**

And

**THE PUTNAM COUNTY SHERIFF**

And

**THE PUTNAM COUNTY SHERIFF'S  
EMPLOYEES ASSOCIATION, INC.**

JANUARY 1, 2007 THROUGH DECEMBER 31, 2011

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**MAR 08 2011**

**ADMINISTRATION**

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PREAMBLE

This agreement by and between the County of Putnam and the Putnam County Sheriff, as joint employers (hereinafter referred to as the "County"), and the Putnam County Sheriffs Employees Association, Inc. (hereinafter referred to as the "Association"), represents the complete and final understanding on all bargainable issues between the County and the Association.

ARTICLE 1

THE LAW GOVERNING THIS AGREEMENT

The law governing this Agreement shall be the Public Employees' Fair Employment Act, and the local laws of the County of Putnam, which are not inconsistent with the said act and laws.

ARTICLE 2

RECOGNITION AND ASSOCIATION RIGHTS

A. The County recognizes the Association as the sole and exclusive representative for members of the Putnam County Sheriff's Department holding the title of Corrections Officer, Corrections Sergeant, Cook, Principal Account Clerk, Dispatcher, Shift Supervisor, Dispatch Center Supervisor, Dispatch Center Shift Supervisor, Senior Office Assistant and Office Assistant and shall exclude the titles of Sheriff, Undersheriff, Chief Criminal Investigator/Inspector, Captain, Lieutenant, Warden, Deputy Warden, Deputy Sheriff, Deputy Sheriff Sergeant, Deputy Sheriff Investigator, Senior Investigator, First Sergeant, Confidential Secretary, Custodian and all other County employees.

B. The Association shall act as such representative or agent in all negotiations with the County within the scope of this Agreement, and when requested to do so by the employee or

employees in question, shall represent employees in grievances for the term of this Agreement.

C. The County recognizes the right of the members of the Putnam County Sheriff's Department to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit unit members during working hours. Such Association representatives shall also be permitted to appear at public hearings or boards of inquiry upon the request of members. Such visitations shall not disrupt operations and shall be made with prior approval of a staff officer.

D. The officers of the Association shall have the right to visit the County facilities by appointment for the purpose of adjusting and administering the terms and conditions of this Agreement.

E. Members of the Association who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of free time from their regular duties to fulfill these obligations which have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the unit members and the uninterrupted operation of government upon prior permission of the Sheriff.

F. Members of the Association who are designated to represent the members of the Putnam County Sheriff's Department with prior approval of the Sheriff may attend meetings and conventions of the police conferences to which the Association belongs, in pursuance of their obligation as officers or delegates of the bargaining unit herein, without loss of pay or time with the approval of the Sheriff and in accordance with the requirements of the Audit and Control Bureau of the New York State Comptroller's Office.

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G. The Association shall forward the employer a list of the names and titles of its officers and representatives plus changes as they occur.

H. Both parties agree that there shall be no Association activity on County time without first obtaining prior approval of the Sheriff. The County shall provide a meeting room for Association meetings when available.

I. Two (2) bulletin boards (size 1 1/2' by 2') will be provided for use by the Association for legitimate Association business. Copies of any materials posted on the bulletin board will be initialed and dated by the person posting same on behalf of the Association and a copy will be provided prior to such posting to the Sheriff. Nothing of a derogatory nature regarding the Sheriff or Putnam County will be posted on the bulletin boards.

J. Upon purchase by the Association of an autotron, the Association will be permitted reasonable use of a copying machine and will be charged for copies made on such machine.

K. Subject to availability and upon prior request and approval, a meeting facility in the Sheriff's office will be made available to the Association.

L. Upon request and prior approval, representatives of the Association who are mutually scheduled to participate in collective bargaining negotiations will be granted time off without loss of pay for the purpose of engaging in such negotiations as follows:

1. 12 Midnight to 8 a.m. shift - Such employees will be granted time off without loss of pay for the shift preceding the negotiating session which commences during the morning hours.
2. 8 a.m. to 4 p.m. shift - Such employees will be relieved and replaced on the shift for the duration of the negotiating session. These employees, will,

however, change into uniform in the locker room and report for work at the conclusion of the negotiating session.

3. 4 p.m. to 12 Midnight shift- Assuming that the negotiating session is during the day time hours, such employees will report for work as scheduled.

The schedules above should be modified per Article 8.

## ARTICLE 2-A

### AGENCY SHOP AND DUES DEDUCTION

A. The County agrees to deduct dues uniformly required from members of the Association and to deduct an Agency Shop fee from the earnings of those employees who elect not to become members of the Association and to transmit such dues and fees to the Association. The Agency Shop fee deduction shall be an amount equivalent to the dues levied by the Association minus the costs of financial support of political causes or candidates or other union expenses not in connection with collective bargaining negotiations and Agreement administration.

B. The Association shall advise the Commissioner of Finance of the County of Putnam, by certified mail, of the Association dues and the appropriate Agency fee for non-members. In addition, the Association shall, upon request by a non-member employee furnish an accounting of the Agency Shop fee.

C. The deduction for each member and for each non-member employee shall commence during the month following written notice from the Association of the dues or the Agency Shop fee.

D. The Association shall establish and maintain a procedure whereby any non-member employee can challenge the Agency Shop fee as computed by the Association.

E. The Agency Shop fee agreement is subject to the provisions of Section 208 of the



Civil Service Law.

F. The Association shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon the dues or Agency fee information as furnished by the Association to the County.

ARTICLE 3

COLLECTIVE BARGAINING UNIT

A. The collective bargaining unit shall consist of all employees of the Sheriff's Department, holding the title of Corrections Officer, Corrections Sergeant, Cook, Principal Account Clerk, Dispatch Center Supervisor, Dispatch Center Shift Supervisor, Dispatcher, Senior Office Assistant and Office Assistant, and shall exclude the titles of Sheriff, Undersheriff, Chief Criminal Investigator/Inspector, Captain, Lieutenant, Warden, Deputy Warden, Deputy Sheriff, Deputy Sheriff Sergeant, Deputy Sheriff Investigator, Senior Investigator, First Sergeant, Confidential Secretary, Custodian and all other County employees.

B. The title "employee" shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE 4

RIGHTS OF THE EMPLOYER

A. The County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New York and the United States, including, but without limiting the

generality of the foregoing, the following rights:

1. The executive management and administrative control of the County government and its properties and facilities and related activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible.

2. To hire all employees, to promote, transfer, assign or retain employees in positions within the County and in that regard to establish reasonable work rules.

3. To suspend, demote, discharge or take any other appropriate disciplinary action against an employee for good and just cause according to law.

4. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

5. To hire all employees, and subject to the provision of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

6. Employees, regardless of regular assignment, may be assigned by the County to perform any duty related to their employment.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the terms of this Agreement to the extent such terms hereof are in conformance with the constitution and laws of the State of New York and of the United States.

ARTICLE 5

INSURANCE

A. The County will continue to provide Health Insurance in accordance with this Article.

B. Employees who work more than twenty-five (25) hours per scheduled week and earn more than fifteen thousand dollars (\$15,000) per year and have completed thirty (30) working days of County employment will be offered the County's health insurance plan for the Employee and Employee's eligible dependants subject to the following:

SCHEDULE AND MONTHLY PREMIUM CO-PAY  
FOR INDIVIDUAL AND FAMILY COVERAGE PAYMENTS

1. For employees hired effective December 4, 2007, or prior shall contribute to the cost of health insurance premiums according to the following schedule:

<u>Years of Service</u>	<u>Monthly Premium Payment Requirement</u>	
Starting through 4 years	County-70%	Employee-30%
Starting 5 through 8 years	County-80%	Employee-20%
Starting 9 through 12 years	County-85%	Employee-15%
Starting 13 years and above	County-90%	Employee-10%

2. Any employee hired December 5, 2007 or thereafter, shall contribute to the cost of health insurance premiums according to the following schedule:

<u>Years of Service</u>	<u>Monthly Premium Payment Required</u>	
Starting through 4 <sup>th</sup> year	County - 70%	Employee - 30
Starting 5 <sup>th</sup> year through 7 <sup>th</sup> year	County - 75%	Employee - 25%
Starting 8 <sup>th</sup> year through 11 <sup>th</sup> year	County - 80%	Employee - 20%
Starting 12 <sup>th</sup> year through 14 <sup>th</sup> year	County - 85%	Employee - 15%
Starting 15 <sup>th</sup> year and above	County - 90%	Employee - 10%

C. The County will provide Comprehensive Liability Insurance.

D. The County shall have the right upon notice to the Association to change insurance carriers or self insure so long as substantially similar benefits are provided. Prior to making a change, the County will notify the Association at least sixty (60) days prior to the contemplated change. In the event the Association believes that the benefits being provided by another insurance carrier or self insurance are not substantially similar the Association may after notification of the contemplated change by certified mail from the County, demand arbitration of the issue within thirty (30) days after receiving said notification.

E. The parties agree to provide for an optional buy-out of health insurance coverage by a member of the bargaining unit. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan, may notify the County on the "Request to Decline And Waive Health Insurance Coverage" form attached hereto and made a part of Appendix "B", that he/she is selecting to decline and waive the health insurance coverage provided by the County, for which the employee is eligible and entitled to receive pursuant to the collective bargaining agreement between the parties. The request is to be completed annually, during the open enrollment period.

An employee who declines and waives health insurance coverage as provided above, shall be compensated at \$950.00 per year in 2003 - 2007, payable in equal payments every biweekly payroll period, for the period of time the employee declines and waives health insurance coverage provided by the County.

Effective January 1, 2008, an employee who declines and waives health insurance

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coverage as provided above shall be paid \$1,100/year, payable in equal payments every bi-weekly payroll period for the period of time the employee declines and waives health insurance coverage provided by the County.

It is further agreed and understood by and between the parties, that any employee who elects to receive the buy-out fee, shall, at any time during the period for which the employee has declined and waived health insurance coverage through the County, he/she is required to provide written notice to the County that he/she is covered by health insurance under a different plan. Any employee who has elected to receive the buy-out fee, is required to provide written notice to the County on the "Request to Resume Health Insurance Coverage" form, attached hereto and made a part of Appendix "B", that he/she is no longer covered or wishes to re-enter any of the health insurance plans provided by the County. The parties recognize and agree that the effective date of the employee's reestablishment of health insurance coverage provided through the County shall be at the earliest possible date as provided by the plans. The County agrees to notify the plan upon notice by the employee to them, of that employee's decision to re-establish health insurance coverage through the County.

The waivers herein shall be used for the request to decline and waive health insurance coverage or request to resume health insurance coverage. The County shall be responsible for providing the form(s) to the employee that are attached hereto and made a part of Appendix "B" of this Agreement, and to be used as set forth herein.

F. Dental and Optical Insurance Coverage: Employees who work more than twenty-five (25) hours per scheduled week and earn more than fifteen thousand dollars (\$15,000.00) per year and have completed thirty (30) working days of County employment will receive dental and eyeglass

insurance, at a benefit level comparable to those currently provided to the CSEA Union.

ARTICLE 6

EDUCATIONAL BENEFITS

A. Any member who attends an accredited school and pursues a course of study, shall be reimbursed for the actual cost of tuition, less reimbursement received from any other source, to a maximum amount of \$750.00 per year paid by the County. The prior approval of the Sheriff is required for all courses taken. Satisfactory completion is needed for reimbursement.

B. A member shall receive an increase in annual salary, upon satisfactory completion of courses of study, in accordance with the following schedule:

30 credits	\$200.00
60 credits	\$350.00
90 credits	\$500.00
120 credits	\$650.00
150 credits	\$800.00

Such increase shall not be cumulative.

Effective January 1, 2008, an employee shall receive an increase in annual salary, upon satisfactory completion of study, in accordance with the following schedule :

30 credits	\$275
60 credits	\$425
90 credits	\$575
120 credits	\$725
150 credits	\$875

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Credits earned during a year will be paid for in the next calendar year.

Acceptable credits are those earned while matriculated in a course of study in police science or criminal justice or other course of study approved by the Sheriff.

ARTICLE 7

PERSONAL LEAVE

A. Employees shall be entitled to personal days to be used for personal, business, household or family matters described in this section according to the following schedule:

<u>Years of Service</u>	<u>Number of Personal Days</u>
0 days - 120 days	1 day
120 days - 240 days	2 days
240 days - 5 years	3 days
5 years or more	4 days

B. 1. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside the work day.

2. Personal, household, or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.

3. In the event of a serious illness in an employee's family, the employee may, after exhausting his/her personal leave, charge such additional leave as he/she may require first to earned vacation and thereafter to accrued sick leave subject to prior approval by the Sheriff concerning the utilization of such sick leave.

C. Personal leave days shall be granted only upon request of at least forty-eight

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(48) hours prior to the requested personal leave date, except in case of emergency, and shall be subject to the approval of the Sheriff or his designee.

Requests for personal leave which are made no sooner than thirty (30) days nor later than twenty (20) days prior to the date sought, will be responded to within five (5) days of the request. Requests for personal leave which are made less than twenty (20) days prior to the date sought will be responded to within (3) days from the date of the request.

D. Any amount of personal leave in excess of the employee's entitlement may be granted only upon the recommendation of the Sheriff.

E. Unused personal leave days will be credited to sick leave at the end of each calendar year.

F. Personal leave must be taken in a minimum of whole days.

## ARTICLE 8

### HOURS OF WORK, OVERTIME AND RECALL

A. Hours of Work:

1 All unit members shall work an eight (8) hour tour of duty which shall include a forty-five (45) minute meal period.

2. All Correction Officers will report for duty fifteen (15) minutes prior to the commencement of their tour of duty for the purpose of briefing (the exchange of information from the outgoing shift to the incoming shift) and conducting a head count prior to assuming the duties of the post.

B. Employees' assigned shifts shall be as follows:



**CORRECTION OFFICERS**

A LINE	11:30 PM	TO	7:30 AM
B LINE	7:30 AM	TO	3:30 PM
C LINE	3:30 PM	TO	11:30 PM
D LINE	8:30 AM	TO	4:30 PM (Monday – Friday)
E LINE	9:00 AM	TO	5:00 PM (Monday – Friday)
F LINE	1:00 PM	TO	9:00 PM (Program Officer)

**COOKS**

1 <sup>ST</sup> SHIFT	6:00 AM	TO	2:00 PM
2 <sup>ND</sup> SHIFT	8:00 AM	TO	4:00 PM
3 <sup>RD</sup> SHIFT	9:00 AM	TO	5:00 PM

**CLERICAL**

1 <sup>ST</sup> SHIFT	8:00 AM	TO	4:00 PM
2 <sup>ND</sup> SHIFT	8:30 AM	TO	4:30 PM
3 <sup>RD</sup> SHIFT	9:00 AM	TO	5:00 PM

**SHERIFF OFFICE DISPATCHERS**

A LINE	11:30 PM	TO	7:30 AM
B LINE	7:30 AM	TO	3:30 PM
C LINE	3:30 PM	TO	11:30 PM

**EMERGENCY SERVICES DISPATCHERS**

A LINE	12:00 AM	TO	8:00 AM
B LINE	8:00 AM	TO	4:00 PM
C LINE	4:00 PM	TO	12:00 AM

Working conditions for Emergency Services Dispatchers at the Bureau of Emergency Services shall remain as currently in existence until otherwise agreed.

C. Standard Work Week:

1. The standard work week for full-time enforcement employees shall be no more than eight (8) hours fifteen (15) minutes per day and forty-one (41) hours fifteen (15) minutes including a daily forty-five (45) minute meal period.

2. The standard work week for full-time non-enforcement employees shall be forty (40) hours, including a forty-five (45) minute meal period.

3. The present work schedule provides for four (4) days on and two (2) days off with up to a maximum of four (4) option days which may be utilized by the Sheriff at his discretion for any purpose other than staffing for recognized holidays. The County reserves the right upon prior notice to the Association to revert back to the preceding schedule (5-2, 5-2, 5-2, 5-3) without any additional pay or costs whatsoever.

4. The number of pass days off per year is derived at by combining two days off per week (104) and the number of holidays allowed contractually for each divisional employee. The Sheriff agrees to have any work days owed, scheduled prior to December in the year in which they are owed; whenever practicable. This will be done entirely at the discretion of the Sheriff.

D. Overtime Compensation:

1. Overtime compensation shall be paid to all employees for all time worked in excess of the regularly scheduled working hours at the rate of time and one-half (1 1/2).

2. Overtime Compensation Dispute

In the event the overtime claimed by an employee is being denied in whole or in part,

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such employee will be so notified. Thereafter, if the employee wishes to object to such denial, he/she may do so in the following manner:

a. The employee will reduce the complaint to writing and refer the matter to the President and Vice President of the Association.

b. The staff officer, President and Vice President and member of the Association involved will then confer with reference to the dispute and attempt to work out an agreement.

c. If an agreement is not reached, then a hearing will be held with the Sheriff, staff officer involved, President and Vice President and member of the Association involved in the dispute.

d. In the event the Sheriff, President and Vice President of the Association fail to reach an agreement as to the overtime for which an employee is to be compensated, then the dispute shall be submitted to the County as a grievance in accordance with the terms of this Agreement.

E. Recall and Court Time:

Employees who are called in to work at a time when they are not normally scheduled and provided that such time is not contiguous to the work day, will receive a minimum of three (3) hours overtime compensation, regardless of the amount of time the employee's assigned duties may require. The County retains the right to require an employee to work the full three (3) hour period at such duties as the Sheriff may require.

F. Compensatory Time Off in Lieu in Payment of Overtime:

The employee may elect to take time off duty in lieu of payment for overtime worked. Compensatory time off shall be at the rate of one and one-half hours off for each hour of overtime worked. The election to take compensatory time off will be made in writing on forms prescribed by the Sheriff. In the absence of any such election, the overtime work will be paid for at the regular overtime rate. Requests for compensatory time off shall be granted in the order that they are received. The granting of compensatory time off shall be at the discretion of the Sheriff. In the event that more than one request is received at the same time, seniority shall govern. The Sheriff shall promulgate rules for the recording, accumulation and use of compensatory time. There shall be a 96 hour annual "hard cap" on compensatory time. Employees may not earn, accrue, and use more than 96 hours during any calendar year. Members wishing to take compensatory time must request such time at least 48 hours in advance. Member may request once, during a calendar year, payment for compensatory time, but, in no event, may the employee accrue more than 96 hours during the calendar year. Any compensatory time remaining at the end of the calendar year shall be paid.

G. Shift Swaps:

Employees may swap seven (7) shifts per month to be paid back within a six (6) month period pursuant to the policies and procedures attached hereto as Exhibit "A."

H. Force Policy:

INVOLUNTARY SHIFT SCHEDULES (FORCED OVERTIME)

A. There will be operational needs of the Sheriff's Department requiring a

member to work shifts beyond their regularly scheduled shift, referred to as “forced overtime.”

1. All post assignments and shifts are subject to coverage by forced overtime.

B. The dates and times of those members who are forced will be recorded on forms issued by the sheriff or his designee.

C. The forms will include but not limited to, the following:

1. the date a member is “forced”
2. the names of volunteers requested to work the overtime prior to the use of “forced overtime”
3. the most recent date and the oldest date each member was forced
4. the names of members who are working the current shift and being considered for forced overtime.

D. When a forced overtime form is no longer in use, the form will be forwarded to administration for record keeping.

E. Criterion:

- a. When two or more members have the same forced date, the members will be forced in reverse seniority.
- b. Members CANNOT volunteer out of date rotation to work a forced overtime date, from the worksheet.
- c. Once a member is advised that he/she is forced to work the next shift and cannot leave, the forced date is to be credited to that member.
- d. Members who are working a switched shift carry their force date with them.
- e. A member who is forced shall be given preferential post

assignments subject to the operational needs of the Sheriff's Department.

f. Members will be notified if they are going to be forced as soon as practicable after a force situation will be required.

F. Forces will be made irrespective of gender unless a minimum gender staffing requirement exists.

#### COMPENSATORY LEAVE TIME

A. Compensatory Leave Time submissions shall meet the same requirements as personal leave and in accordance within the criteria herein.

B. Requests will be submitted on a standardized memorandum issued by the Sheriff or his designee.

C. Requests for compensatory leave time in consecutive periods of more than eight (8) hours require approval by the sheriff, or his designee.

D. Members are encouraged to submit requests with coverage prearranged in order to reduce the need to force another member.

E. Any compensatory leave time that is not used at the end of the County fiscal year will be converted to monetary compensation and paid to the member before the end of the following month.

F. A member may request that their earned compensatory leave time be converted to monetary compensation for all or part of their earned time in their time bank and

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paid to the member in the next pay period. This will occur once during the fiscal year that the compensatory leave time was earned.

#### PERSONAL LEAVE TIME

A. Personal Leave Time shall be approved when requested, without prearranged coverage when not on a holiday.

B. Personal Leave Time submitted without prearranged coverage requires that another member will be forced to cover the request.

C. Personal Leave will be requested by a standardized memorandum as set forth by the sheriff or his designee.

### ARTICLE 9

#### WAGE SCALE AND LONGEVITY

A. The base wage schedule for all employees shall be as set forth in Appendix "A" attached hereto and made a part of this agreement. Effective January 1, 2007, the base wage scales in effect on December 31, 2006 shall continue.

Appendix "A" shall reflect the following increases for all employees:

1. Effective January 1, 2008, a three and one quarter percent (3.25%) increase shall be applied on each and every step of the respective base wage schedules in effect on December 31, 2007.

2. Effective January 1, 2009, a four percent (4.00%) increase shall be applied on each and every step of the respective base wage schedules in effect on December 31, 2008.

3. Effective January 1, 2010, a four and one quarter percent (4.25%) increase shall be applied on each and every step of the respective base wage schedules in effect on December 31, 2009.

4. Effective January 2, 2011, a four and one half percent (4.50%) increase shall be applied on each and every step of the respective base wage schedules in effect on December 31, 2010.

Effective 1/1/08, there shall be a \$250 bump on the top Step for Correction Officer 5, Correction Sergeant, Cook 4, Senior Cook, Dispatcher 5, Principal Account Clerk 4, Senior Office Assistant 4, and Office Assistant 3.

B. Longevity - Employees covered under this Agreement will be entitled to longevity payments in accordance with the following scale for years of continuous service:

<u>Years of Service</u>	<u>1/1/03</u>	<u>1/1/04</u>	<u>1/1/05</u>	<u>1/1/06</u>
After 7 years	\$1150.00	\$1175.00	\$1200.00	\$1225.00
After 12 years	\$1550.00	\$1575.00	\$1600.00	\$1625.00
After 17 years	\$2000.00	\$2025.00	\$2050.00	\$2075.00
After 22 years				\$2525.00

C. Shift Differential

Effective January 1, 2009, Correction Officers and Dispatchers who work the A and C Lines shall be paid 4.50% shift differential for hours worked within said shifts, except for those Correction Officers who work the modified B Line who will only be eligible for shift differential



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while working overtime within the A and C Lines. Shift differential shall only be paid for hours worked and shall not be paid when on leave such as General Municipal Law 207-c, vacation, compensatory time, sick leave, personal leave, bereavement leave, etc.

D. Salary Holdback

It is understood by the parties that the County has adopted a one (1) week salary holdback and such monies are due the Employees on separation from County services.

ARTICLE 10

HOLIDAYS

A. All personnel other than Correction Officers and Correction Officer Sergeant shall have the following days treated as holidays:

New Year's Day	Martin Luther King, Jr.'s Birthday
Presidents Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Friday following Thanksgiving
Christmas Day	

B. Members assigned as Correction Officer or Correction Officer Sergeant shall have ten (10) days treated as holidays which shall be from the list set forth in A above.

C. As to personnel who normally work from Monday through Friday, if any of the above holidays fall a Saturday, the preceding Friday shall be considered the holiday, and if any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday.

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D. Personnel who rotate shifts and/or days off and/or are regularly scheduled to work on Holidays, shall be entitled to ten (10) paid Holidays which may be other than those enumerated above as designated by Departmental scheduling and shall be entitled to a lump sum payment in the first (1st) pay period of December of each year as follows:

1/1/03	1/1/04	1/1/05	1/1/06
\$925	\$950	\$975	\$1000

Employees who are hired or separate from service between January 1st and December 31st shall be entitled to one-twelfth (1/12) of the lump sum payment for each full calendar month of service during that year.

E. All employees not scheduled to work on a paid holiday who are required to work on such paid holiday shall be paid at the rate of double time (2x). Employees scheduled to work on one of the enumerated holidays, who are required to work overtime on such holiday will be paid at the rate of time and one half (1 1/2).

Holiday dates will be the celebrated holiday dates.

ARTICLE 11

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, he/she shall suffer no loss of regular straight time pay for leave up to a maximum of three (3) consecutive days including the day of funeral.

B. Leave taken by reason of death in an employee's immediate family shall be limited to the following relatives: mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandfather and grandmother.

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- C. Reasonable verification of the death may be required by the County.
- D. Bereavement days are not cumulative.
- E. Upon request and prior approval, an employee may utilize unused sick time up to a maximum of three (3) days per occurrence in the event of death in the employee's immediate family.

## ARTICLE 12

### CLOTHING ALLOWANCE

A. All uniformed personnel of the Sheriffs Department will have their issued uniforms and equipment maintained and replaced at the expense of the County and replaced with the approval of the quartermaster.

B. All full time cooks shall receive an annual clothing allowance of \$450.00 which shall be paid upon the submission of a voucher and approved by the Sheriff or designee.

C. All non-enforcement employees shall wear their own clothing to work which shall achieve a standard known as "business casual" and include the following items: collard shirts, slacks, pantsuits, sweaters and blouses. That clothing shall not consist of jeans, t-shirts, sweatshirts, sweatpants, sweat suits or sneakers.

Each non-enforcement employee shall be given an annual clothing allowance of \$350.00 to be paid in the first (1<sup>st</sup>) pay period of each December.

ARTICLE 13

VACATIONS

A. Employees with continuous permanent employment in the Putnam County Sheriffs Department, will be granted vacation time in accordance with the following schedule:

<u>Years Completed</u>	<u>Days Off</u>
1	10
3	15
8	20

B. Vacations are to be taken in the year following the year in which they are earned. In the event more than one employee requests the same vacation period and can reasonably be spared from assigned duties shall be granted vacation based on seniority in the respective department or within the respective work area. It shall be in the sole discretion of the department head to determine whether or not more than one employee can be reasonably spared from assigned duties at any one time. Vacations must be taken by an employee and given by the department head under such circumstances where an employee's failure to take such vacation would result in the loss to the employee of vacation time.

C. Upon prior written request and advance approval by the Sheriff or designee, employees covered under this Agreement may be permitted to take their vacation time in four (4) or five (5) day segments in accordance with the present or preceding work schedule and the needs of the department.

D. In the event an employee, while on vacation, becomes seriously ill, seriously injured, or is hospitalized, such employee may have that portion of vacation, while confined, charged to

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accrued sick time upon presentation of adequate proof to the Sheriff or designee. If granted, the rescheduling of vacation time will be at the discretion of the Sheriff or designee.

E. Those employees desiring vacation pay in advance must make their request for same through their immediate supervisor. The supervisor will then clear the request through the Sheriff. The Commissioner of Finance requires three (3) weeks prior notice to the start of the vacation. The employee therefore should make the request four (4) weeks prior to start of their scheduled vacation.

F. On mandatory retirement, nominal service retirement, or retirement due to disability or sickness, the following formula shall be used in awarding vacation for the year during which such retirement occurs:

No. of Months Worked	X	No. of Days to be Earned
12 Months		in Current Year

G. Holidays or special days granted during a vacation shall not be charged to vacation time.

H. Payment for earned and unused vacation shall be made upon retirement or resignation with two (2) weeks written notice or upon death of the employee.

#### ARTICLE 14

#### GRIEVANCE PROCEDURE

A. 1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise effecting the terms and conditions of this Agreement and resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be

appropriate.

2. The term "grievance" as used herein means any appeal by an individual employee or group of employees or the Association on behalf of such individual employee or group of employees arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. A grievance shall be submitted on an agreed upon form.

B. 3. Business days shall mean Monday through Friday, excluding Saturdays, Sundays and holidays. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any Step is waived by mutual consent.

Step One: A grievance must be filed in writing within 15 business days with the Sheriff or designee (excluding Saturday, Sundays and holidays) after the event giving rise to the grievance has occurred. Delivery must be made to the Sheriff by the method of "in-hand" delivery to the Sheriff, the Undersheriff, the Sheriff's Secretary, the Undersheriff's Secretary or by mail with a postmark within the prescribed time limits as outlined in the grievance procedure. Failure to act within the 15 business days shall be deemed to constitute an abandonment of the grievance. The written grievance shall contain the relevant facts, the applicable section of the contract violated and the remedy requested by the grievant. The Sheriff or his designated representative will answer the grievance within 15 business days of receipt of the written grievance.

Step Two: If the Association wishes to appeal the decision of the Sheriff, such appeal shall be presented in writing to the County Executive within 15 business days after

received by the union. Delivery must be made to the County Executive by the method of “in-hand” delivery to the County Executive, the Deputy County Executive, the Chief of Staff, the County Executive’s Secretary, or by mail with a postmark within the prescribed time limit. The appeal shall include copies of all previous correspondence relating to the matter and the dispute. The County Executive or designee shall respond, in writing, to the grievance within 15 business days of the receipt of the written appeal.

Step Three: If the Association wishes to appeal the decision of the County Executive, the Association may present the matter to arbitration by filing a Demand for Arbitration with the County Personnel Officer within 10 business days after the determination by the County Executive, is received by the union or by mail with a postmark within the prescribed time limit. The parties shall establish an arbitration panel consisting of the following arbitrators, Thomas Rinaldo, Sheila Cole, Jay Siegel and Howard Edelman. The arbitrator shall be selected on a rotating basis.

Step Four: If the grievance is not settled through Steps One, Two, and Three, either party may refer the matter to arbitration within ten (10) days after the determination by the County Executive. If the parties fail to agree upon an arbitrator within ten (10) working days after the matter has been referred to arbitration, then an arbitrator shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

C. The arbitrator shall render any decision in writing with reasons therefore and shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or

supplement hereto.

D. The parties direct the arbitrator to decide, as a preliminary question, whether jurisdiction exists to hear and decide the matter in dispute. The jurisdiction of the arbitrator in deciding matters in dispute under the grievance procedure shall cover only disputes constituting a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. Those matters determined by the arbitrator to be outside this definition shall not be decided by the arbitrator, except the determination of jurisdiction.

E. The costs for the services of the arbitrator shall be borne equally between the County and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

F. The decision of the arbitrator shall be final and binding on both parties.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding Step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for the decision of any Step in the Grievance Procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or Agreement the time limits provided for processing a grievance at any Step in the Grievance Procedure.

H. No more than one (1) grievance may be submitted to the same arbitrator at any one time without consent of both the County and the Association. Time limits set forth herein may be extended upon mutual agreement by the parties in writing.



ARTICLE 15

SICK LEAVE

A. Employees covered under this Agreement will be granted sick leave in accordance with the following schedule:

1. (a) All Correction Officers and Correction Officer Sergeants shall receive one (1) working day a month or twelve (12) days a year.

(b) All unit members other than Correction Officers and Correction Officer Sergeants shall receive ten (10) sick days per year on a pro-rated basis.

2. Sick days may be accumulated until a maximum of one hundred eighty (180) days is reached and may be credited to the employee for future sick leave.

B. In order to be eligible for sick leave, an employee must notify his immediate superior that he/she is requesting sick leave at least one and one-half (1 1/2) hours prior to the start of the employee's scheduled shift, except in case of emergency. Failure to so notify may lead to denial of sick leave.

C. Upon becoming sick or disabled, an employee, by virtue of employment or service after the effective date of this regulation, may during sickness or disability, be granted sick leave with pay to the extent of the unused sick time which has been accumulated, but no sick leave with pay shall be granted to any such person in excess of one hundred eighty (180) days in any one (1) calendar year.

D. Where an employee, because of illness, is required to remain away from employment beyond sick leave allowance, the Sheriff in the exercise of judgment, may petition the County

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Executive that additional sick leave with pay may be granted, due consideration being given to the employee's service prior thereto. However, in no case shall sick leave with pay be granted to any such person in excess of one hundred eighty (180) days in any one (1) calendar year.

E. Allowable and allowed sick leave time shall be considered for all purposes as continuing service, but in the event of resignation or discharge of an employee, such accumulated and unused sick leave time shall be canceled and not paid.

F. It is expressly provided that maternity leave without pay may be granted up to one (1) year, provided the existence of pregnancy is reported in writing to the department head no later than the fifth month. Such sick leave without pay must begin when, upon certification of a doctor, further service would be detrimental to health.

G. The Sheriff may require a physician's certification for any absence of more than three (3) days. Where the illness or disability is of long duration, a physician's certificate will be required for each thirty (30) days of continuous absence. In any case, the department head may require an examination by a physician or other acceptable evidence that the illness is bona fide.

H. Employees covered under this Agreement who are on sick leave will generally be confined to their home. However, if medically approved, such employees may leave their home for short periods of time provided the Sheriff or designee is so advised in advance and that the employee further reports their return to home. Furthermore, employees on sick leave may be medically determined to be available for light duty and so utilized.

I. Provision is made for conversion of unused sick leave as additional service credit upon retirement as provided in Section 41(j) of the Retirement and Social Security Law.

J. Upon actual retirement from County Service, unit members shall be entitled to a

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sick leave buyout according to the following schedule:

Effective each year 2003 - 2007

<u>Days</u>	<u>Amount</u>
0-70	\$0
71-110	\$40/day
111-150	\$50/day
151-180	\$70/day

Effective January 1, 2008 and upon retirement from County service, an employee shall be given the option to be paid for his/her unused sick leave accumulation as follows:

<u>Days</u>	<u>Amount Paid</u>
1-70 days	\$30.00 for each day & prorated if less than a day
71-110 days	\$60.00 for each day & prorated if less than a day
111-150 days	\$70.00 for each day & prorated if less than a day
151-180 days	\$90.00 for each day & prorated if less than a day

The payout shall be non-cumulative and each tier shall be computed separately. The alternative to payment would be an allowance for sick time to be credited as service time as provided in Section 41(j) of the Retirement and Social Security Law.

## ARTICLE 16

### DISCIPLINARY PROCEDURES

- A. The County may bring disciplinary charges against an employee within an eighteen (18) month period from the date the violation is discovered.
- B. A hearing will thereafter be conducted and a determination shall be made within thirty (30) days after the hearing is concluded.
- C. In the event the employee, in writing, waives a hearing on disciplinary charges, a

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determination shall be made within thirty (30) days after such written waiver has been received by the Sheriff.

D. Hearing Board:

Hearings upon charges will be conducted by a Hearing Board consisting of either three members of the Putnam County Sheriff's Department, or one hearing officer appointed by the Sheriff pursuant to Section 75 of the Civil Service Law. The choice of having a three member board or one hearing officer shall be the choice of the accused member. On the three member hearing board, the presiding officer shall be of the rank of Lieutenant or above, and one other member shall be of the rank of Sergeant or above, both of whom will be selected by the Sheriff. The third officers of the Board may be named by the certified or recognized employee organization or union of the accused member, and if available, will be designated by the Sheriff. If, after designation as a member of a Hearing Board, any officer so designated feels constrained to disqualify himself for cause, he/she shall so advise the Sheriff and the Sheriff may designate a replacement, prior to the hearing. Designated Hearing Board officer(s) shall refrain from acquainting themselves with any facts or circumstances involving the accused of the subject matter of the hearing, except for a review of the pleadings.

ARTICLE 17

PENSIONS

A. The County shall provide to each employee the retirement plans as described in the New York State and Local Employees' Retirement System.

B. The County shall provide an alternate and improved retirement benefit for each Correction Officer and Correction Sergeant as described in Sections 89-p and 603(1) plans of the New York State and Local Employees' Retirement System. Appendix "E", attached hereto and made a part of this Agreement, sets forth the parties' agreement to CFR and EMT training and stipends.

## ARTICLE 18

### MISCELLANEOUS

#### A. Leave of Absence

A leave of absence may be allowed for the following reasons:

1. Education of the employee to improve his or her present vocation for education suggested or approved by the Sheriff.
2. Maternity condition of the employee.
3. Illness of an employee or spouse or member of the employee's immediate family residing in the same household. Immediate family shall include only children of employee or parents of employee or employee's legal spouse.

A leave of absence can be considered for a period of 6 months subject to a recommendation of an additional 6 month leave at the end of the initial 6 month period. An extension of a leave of absence beyond 6 months shall be requested and acted upon at least 2 weeks prior to the end of the initial 6 months period. A leave of absence shall not be considered for a period in excess of 1 year.

#### B. Funeral Expenses

The County will pay up to a maximum of seven thousand five hundred dollars (\$7,500.00) for funeral expenses for an employee killed in the line of duty while in the service

of the County of Putnam.

C. Firearms Training

The County will endeavor to schedule employees covered under this Agreement who are so required, to complete their firearms training while on duty. In the event an employee must be scheduled for firearms training on an off duty day, such employee will receive compensatory time or pay, at time and one half (1 1/2) at the County's option.

D. Involuntary Transfer

Where an employee is required to transfer, except for cause, or by appointment to a non-permanent rank, to a position which receives a lower annual salary, such employee shall receive the salary due at the higher grade while performing work in the lower grade position.

E. Current Benefits

All other benefits currently enjoyed by employees covered under this Agreement, whether by statute, law, ordinance or resolution, shall continue to be in effect during the term of this Agreement providing such benefit does not duplicate a similar benefit hereunder.

F. Deferred Compensation and Flexible Spending Account

To the extent allowed by law, payroll deductions shall be provided without service from County charge for employee payment to the deferred compensation program authorized by the County and for employee pre-tax co-payment of such health insurance premiums where such payments are authorized by each employee in writing and in accordance with the rules of the Comptroller or other relevant County regulations.

G. The County agrees to print and furnish each of the employees one (1) copy of this agreement, for which they shall sign for as received. New employees shall also be provided a copy

of this agreement upon hiring.

H. Information regarding the balance of all paid leave accruals shall be provided to each employee by the County in the pay period following the first (1st) of the month.

I. Any PCSEA member who has, at anytime in the past, lapsed in their EMT certification and yet continued to receive stipend payments from the County under the premise that such certification was valid and up to date shall be required to pay back the County in full for such incorrect payments made to the member. This amount shall be withheld by the County from any retroactive payments that may apply after the ratification of this agreement.

J. The County shall waive the filing fee for promotional civil service examinations.

K. The parties agree to establish a committee to make recommendations to the sheriff concerning the placement of training certificates in an employee's personnel file. The committee shall consist of one designee of the sheriff and one designee of the union and shall meet on an as needed basis and shall make its recommendation within thirty (30) days of the meeting. The sheriff's determination shall be final and shall not be subject to the grievance procedure and shall be made within thirty (30) days of receiving the committee's recommendation.

## ARTICLE 19

### PART-TIME EMPLOYMENT

The provisions under the title, "Part-Time Employment", as set forth under Section 7.4 (H) of Article 7 of Book II of the Articles of Administration of the Putnam County Sheriff's Office and Correctional Facility (hereinafter "Department Rules and Regulations"), which provisions are incorporated by reference herein and made a part hereof, are hereby amended to

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delete subparagraph (3) of said Section. This Agreement provision is intended to permit a unit member to engage in part-time employment as a driver or attendant for a commercial ambulance company or service, subject to all the conditions set forth elsewhere under the said Article 7 of the Department Manual.

ARTICLE 20

GENERAL MUNICIPAL LAW SECTION 207-C POLICY

*SEE* Attached policy, Appendix "C"

ARTICLE 21

DRUG AND ALCOHOL POLICY

*SEE* Attached policy, Appendix "D"

ARTICLE 22

NEGOTIATIONS

A. Under the terms of this Agreement and pursuant to the Public Employees Fair Employment Act, the County and the Association shall negotiate collectively and in good faith in the determination of salaries and terms of conditions of employment in order to enter into a written and successor Agreement upon expiration of this Agreement.

B. Either party desiring to amend or extend this Agreement in whole or in part, shall present in writing, by certified mail to the other party, such request no later than July 15, 2002.



ARTICLE 22-A

MAINTENANCE OF OPERATIONS

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walkout or other illegal job action against the County, in accordance with the provisions of this Agreement and the Taylor Law of the State of New York. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walkout or job action, it is covenanted and agreed that participation in any such activity by any Association member shall entitle the County to invoke any or all of the following alternatives:

1. Discipline including termination of employment of such employee or employees.
2. Any or all other actions authorized by law.

C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned or support any such action by any other employee or group of employees of the County. The Association will disavow any such action by its members and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as maybe necessary under the circumstances to bring about compliance

with the Association order. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

D. Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

### ARTICLE 23

#### SEPARABILITY

A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement.

B. In the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that may be so in violation, shall be deemed of no force and effect and unenforceable.

C. Such unenforceability shall not impair the validity and enforceability of the rest of the Agreement, including any and all provision on the remainder of any clause, sentence, or paragraph in which offending language may appear.

### ARTICLE 24

#### LEGISLATIVE ACTION AND RETROACTIVITY

A. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has

given approval.

B. All retroactive wage payments and other economic benefits will apply only to those employees on the payroll of the County on the date that the Legislature ratifies the Agreement. However, employees of this bargaining unit who have retired during the period of January 1, 2007 and through ratification of this agreement shall also be entitled to retroactive wage payments and other economic benefits. Retroactive pay shall be made no later than February 28, 2009 and shall have EMT overpayments taken therefrom.

## ARTICLE 25

### FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates a complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 26

DURATION

A. This Agreement shall be in full force and effect as of January 1, 2007 and shall terminate at midnight on December 31, 2011.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals this day of \_\_\_\_\_, 2010 in Carmel, New York.

PUTNAM COUNTY SHERIFF'S EMPLOYEE  
ASSOCIATION, INC.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

PUTNAM COUNTY SHERIFF

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

THE COUNTY OF PUTNAM

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## PCSEA Salary Rates

TITLES		2002	2003 2.5 %	2004 2.25%	2005 3.5%	2006/2007 4.0%/0.0%	2008 3.25%	2009 4.0%	2010 4.25%	2011 4.5%
Correction Officer	I	35,144	36,023	\$36,833	\$38,122	\$39,647	\$40,936	\$42,573	\$44,382	\$46,380
	II	37,020	37,946	\$38,799	\$40,157	\$41,764	\$43,121	\$44,846	\$46,752	\$48,855
	III	39,130	40,108	\$41,011	\$42,446	\$44,144	\$45,579	\$47,402	\$49,416	\$51,640
	IV	41,237	42,268	\$43,219	\$44,732	\$46,521	\$48,033	\$49,954	\$52,077	\$54,421
	V	53,480	54,817	\$56,050	\$58,012	\$60,333	\$62,552 **	\$65,054	\$67,818	\$70,870
Corrections Sergeant		64,736	66,354	\$67,847	\$70,222	\$73,031	\$75,663 **	\$78,689	\$82,033	\$85,725
Cook	I	34,993	35,868	\$36,675	\$37,958	\$39,477	\$40,760	\$42,390	\$44,192	\$46,180
	II	38,793	39,763	\$40,657	\$42,081	\$43,764	\$45,186	\$46,993	\$48,991	\$51,195
	III	42,738	43,806	\$44,792	\$46,360	\$48,214	\$49,781	\$51,772	\$53,973	\$56,402
	IV	43,738	44,831	\$45,840	\$47,445	\$49,342	\$51,204 **	\$53,252	\$55,515	\$58,014
Dispatcher	I	29,893	30,640	\$31,330	\$32,426	\$33,723	\$34,819	\$36,212	\$37,751	\$39,450
	II	32,852	33,673	\$34,431	\$35,636	\$37,061	\$38,266	\$39,797	\$41,488	\$43,355
	III	36,140	37,044	\$37,877	\$39,203	\$40,771	\$42,096	\$43,780	\$45,640	\$47,694
	IV	38,660	39,627	\$40,518	\$41,936	\$43,614	\$45,031	\$46,832	\$48,823	\$51,020
	V	41,355	42,389	\$43,343	\$44,860	\$46,654	\$48,428 **	\$50,366	\$52,506	\$54,869
Principal Account Clerk	I	35,489	36,376	\$37,195	\$38,497	\$40,036	\$41,338	\$42,991	\$44,818	\$46,835
	II	39,708	40,701	\$41,616	\$43,073	\$44,796	\$46,252	\$48,102	\$50,146	\$52,403
	III	41,439	42,475	\$43,431	\$44,951	\$46,749	\$48,268	\$50,199	\$52,332	\$54,687
	IV	43,171	44,250	\$45,246	\$46,830	\$48,703	\$50,544 **	\$52,565	\$54,799	\$57,265
Senior Office Assistant	I	29,893	30,640	\$31,330	\$32,426	\$33,723	\$34,819	\$36,212	\$37,751	\$39,450
	II	32,852	33,673	\$34,431	\$35,636	\$37,061	\$38,266	\$39,797	\$41,488	\$43,355
	III	36,140	37,044	\$37,877	\$39,203	\$40,771	\$42,096	\$43,780	\$45,640	\$47,694
	IV	38,660	39,627	\$40,518	\$41,936	\$43,614	\$45,289 **	\$47,101	\$49,103	\$51,312
Office Assistant	I	29,893	30,640	\$31,330	\$32,426	\$33,723	\$34,819	\$36,212	\$37,751	\$39,450
	II	32,852	33,673	\$34,431	\$35,636	\$37,061	\$38,266	\$39,797	\$41,488	\$43,355
	III	36,140	37,044	\$37,877	\$39,203	\$40,771	\$42,354 **	\$44,048	\$45,920	\$47,987
Dispatch Shift Supervisor*						\$50,154	\$52,042 **	\$54,124	\$56,424	\$58,963
Dispatch Center Supervisor*						\$51,654	\$53,591 **	\$55,735	\$58,103	\$60,718

\*As of 1/1/08, \$3500 and \$5000 incorporated into the base salary subject to across the board.

\*\* Includes a \$250 bump, effective 1/1/08

PCSEA Salary Rates

TITLES	2002	2003 2.5 %	2004 2.25%	2005 3.5%	2006/2007 4.0%/0.0%	2008 3.25%	2009 4.0%	2010 4.25%	2011 4.5%
Principal Office Assistant					\$46,667	\$48,442 **	\$50,639	\$53,052	\$55,701
Fiscal Technician					\$46,000	\$47,753	\$49,923	\$52,306	\$54,921
	I				\$49,333	\$51,194	\$53,502	\$56,037	\$58,820
	II				\$52,667	\$54,637	\$57,082	\$59,769	\$62,720
	III				\$56,000	\$58,078 **	\$60,661	\$63,500	\$66,619
	IV								

\*As of 1/1/08, \$3500 and \$5000 incorporated into the base salary subject to across the board.

\*\* Includes a \$250 bump, effective 1/1/08

APPENDIX "B"

COUNTY AND SHERIFF OF PUTNAM

REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE

1. I, \_\_\_\_\_, hereby request a decline and waiver of health insurance provided by the Employer for which I am presently eligible. I understand that I must be covered by another health insurance plan to, be eligible for waiver of Employer health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan:

Coverage provided by or through:  
(Name of organization or employer)

Subscriber Number:

Attached to this form is a copy of the identification card for this health insurance plan.

2. In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for Employer provided health insurance coverage for which I and/or my dependents are now eligible for. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form to Request to Resume Health Insurance coverage, and to reestablish Employer provided health insurance coverage and that the effective date for resumption of Employer provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the Employer as to the health insurance carrier's present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier. I hereby acknowledge that this form is to be completed annually by me, during the open enrollment period, for the ensuing year.

3. I understand and agree that I will be compensated by the Employer for my waiver of health insurance coverage in accordance with the applicable terms of the collective bargaining agreement detailing this area between the Employer and DSBA.

4. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the Employer to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the Employer the necessary form to re-establish the health insurance coverage provided by the Employer in accordance with the requirements of the Employer's health insurance carrier. The effective date of re-establishment of my health insurance coverage shall be as provided by the Employer

health insurance carrier. Upon resumption of my health insurance coverage through the Employer, the compensation I have received in connection with waiver of health insurance coverage, shall cease in accordance with the terms of the collective bargaining agreement by and between the Employer and DSBA.

Date:

Employee Signature \_\_\_\_\_ Print Name \_\_\_\_\_  
Date

Employer Agent \_\_\_\_\_ Print Name \_\_\_\_\_  
Date

cc: President, DSBA



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**COUNTY OF PUTNAM**  
GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURES

**Section 1. Applicability**

Section 207-c of the General Municipal Law ("GML §207-c") provides that any sworn Correction Officer of the Putnam County Sheriff's Department

"who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness."

The following procedures shall regulate the application and benefit award process for 207-c benefits.

**Section 2. Definitions**

- a) **Employer:** County of Putnam and the Putnam County Sheriff
- b) **Sheriff:** The Sheriff of the County of Putnam or designee
- c) **Claimant:** Any sworn correction officer who alleges to be injured in the performance of duties or who alleges to be taken sick as a result of the performance of his duties. For the purposes of this procedure, a claimant shall be deemed to be a party.
- d) **Claims Panel:** Will consist of designees of the County.

**Section 3. Application for Benefits**

1. Any Claimant who is injured in the performance of his duties, or is taken sick as a result of the performance of his duties, shall notify his/her supervisor as soon as possible and shall file a written incident report within twenty-four (24) hours of the incident given rise to the injury or illness. The Claimant shall file an application with the Sheriff and Claims Panel within seventy-two (72) hours of becoming aware of the injury or illness. Upon sufficient reason, an Application for GML §207-c benefits may be entertained in the discretion of the Claims Panel, notwithstanding the failure to notify his/her supervisor, file the necessary incident report within the required twenty-four (24) hours or application within the required seventy-two (72) hours.

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2. The incident report and Application shall include the following information:

- (a) the time, date and place of the incident;
- (b) a detailed statement of the facts surrounding the incident;
- (c) the nature and extent (in as much detail as possible) of the Claimant's injury or illness; and
- (d) any possible witnesses to the incident.

3. Where the claimant's injury or illness prevents him/her from filing the Application for GML §207-c benefits, an application for GML §207-c benefits may be filed on behalf of a Claimant within ten (10) calendar days of either the date of the incident giving rise to the claim or of the date of the discovery of any incident which produced the injury or illness.

4. All applications for GML §207-c benefits shall be made in writing, using official application form(s).

5. The Claims Panel may excuse the failure to file the application within the ten (10) calendar day period, upon a showing of good cause.

6. It is the Claimant's burden to establish entitlement to GML §207-c benefits. As such, a Claimant must cooperate with the Employer and provide all necessary information, reports and documentation.

#### **Section 4. Authority and Duties of Claims Panel**

1(a). The Claims Panel shall have the sole and exclusive authority to determine whether a Claimant is entitled to GML §207-c benefits. In making the determination, the Claims Panel shall examine all of the facts and circumstances giving rise to the application for such benefits.

(b) The Claims Panel, acting through any of its members, may, in his/their discretion, direct a claimant to immediately undergo medical review of the claimed injury or illness. Said review will be at a hospital or facility as may be designated by the Claims Panel.

2. The Claims Panel shall have the authority to:

- (a) employ experts and specialists to assist in the rendering of the determination of eligibility;
- (b) require the production of any book, document or other record that pertains to the Application, injury, or illness;

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(c) require the Claimant to submit to one (1) or more medical examinations related to the illness or injury;

(d) require the Claimant to sign forms for the release of medical information that bears upon the Application;

(e) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and

(f) do all that is necessary or advisable in the processing of said Application.

**It is the Claimant's burden to establish entitlement to GML §207-c benefits. As such, a Claimant must cooperate with the Employer and provide all necessary information, reports and documentation.**

A determination by the Claims Panel of initial eligibility shall be made within a reasonable time, based upon the investigation without holding a hearing.

The Claims Panel shall mail a written copy of the Claims Panel's decision to the Claimant within ten (10) calendar days of said determination. The written determination shall set forth the reasons for the Claims Panel's decision.

An appeal from an initial determination of the Claims Panel must be made within ten (10) calendar days of receipt of the initial determination pursuant to Section 12 of the procedures herein.

#### **Section 5. Confidentiality**

Medical authorizations and/or medical records provided by the Claimant or the Claimant's treating and/or Employer's examining physician shall be used solely by the Employer to carry out its rights and obligations under GML §207-c, administering the contractual GML §207-c procedures, applications filed with the New York State Retirement System, or where release is authorized or required by law. Such authorizations and/or medical records shall be kept and maintained strictly confidential and shall not be disclosed to or discussed with any persons other than the Sheriff, Claims Panel and other persons involved in and responsible for making, or assisting in the making, and/or litigating determinations of eligibility for GML §207-c benefits or said retirement application. Toward that end, such records and/or documentation shall be placed in a sealed envelope, delivered to the Claims Panel and maintained in a medical file which is separate and distinct from the Claimant's personnel file and located in a separate locked cabinet. If necessary in order to make a determination as to eligibility for GML §207-c benefits or return to light or full duty, the Claims Panel and/or counsel may examine the medical records and/or documentation received; however, such inspection shall be conducted in private and outside the presence of other Sheriff's department or County personnel.

#### **Section 6. Status Pending Initial Determination**

(a) The Claimant shall be placed on sick leave pending determination of eligibility for GML §207-c benefits. If the Claimant has no available sick leave he may use vacation, personal leave, or compensatory time to remain on the payroll. In the event that a timely determination is not made, the Claimant shall be continued in pay status until a determination is made.

(b) In the event that it is determined that the Claimant is entitled to GML §207-c benefits, the Employer shall credit back to the Claimant all leave which was expended prior to the determination.

(c) In the event that it is determined that the Claimant is not entitled to GML §207-c benefits, the Claimant will be permitted to use accrued sick leave, vacation, personal leave, and compensatory time provided the Claimant remains medically unable to perform the duties of his position.

#### **Section 7. Medical Treatment**

1. After the filing of an application, and notwithstanding an early directive for immediate medical evaluation, the Claims Panel may require a Claimant to submit to one(1) or more medical or other health examinations as may be directed by the Claims Panel, including examinations necessary to render an initial or final determinations of eligibility, examinations or inspections conducted to determine if the Claimant has recovered and is able to perform light duty or his/her regular duties, and/or examinations required to process an application for disability retirement. Such treatment may include, but is not limited to medical and/or surgical techniques deemed necessary by the appointed physician(s). Any GML §207-c recipient who refuses to accept such medical treatment shall be deemed to have waived his/her rights under GML §207-c and this Procedure after such refusal. All benefits will cease and the Claimant will be placed on sick leave status. An employee who has been deemed to have waived his/her rights under this section may appeal, within twenty (20) calendar days of such refusal, and request a hearing pursuant to Section 12 of these procedures.

2. **Medical Reports.** All physicians, specialists and consultants treating a Claimant or recipient of GML §207-c benefits shall be required to file a copy of any and all reports with the Claims Panel. The Claimant or recipient shall execute all necessary releases and shall be responsible for the filing of said reports. The Claimant shall receive a copy of the medical reports filed with the Claims Panel. The medical reports which are filed shall remain confidential and only released for purposes of administering the procedures herein or applications filed with the New York State Retirement System.

3. **Payment for Medical and Related Services.** A Claimant approved to receive GML §207-c benefits must notify the Claims Panel of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to the incurring of the expense.

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4. No claim for surgical operations or physiotherapeutic procedures costing more than \$500.00 shall be paid unless they were required in an emergency or authorized in advance by the Claims Panel or authorized by law. Determinations of the Claims Panel under this paragraph shall be based upon medical documentation.

5. Bills for medical services, drugs, appliances or other supplies will require filing a copy of the medical bill and/or prescription by a doctor with the Claims Panel for the particular items billed, stating thereon that the items were incurred as a consequence of the injury or illness upon which claim for benefits is based.

#### **Section 8. Light Duty Assignments**

As authorized by the provisions of Subdivision 3 of GML §207-c, the Department, acting through the Sheriff, or the Sheriff's designee, may assign a disabled Officer specified light duties, consistent with his/her status as a Deputy Sheriff or Corrections Officer. The Sheriff, or the Sheriff's designee, prior to making a light duty assignment, shall advise the Claimant receiving benefits under GML §207-c that his/her ability to perform a light duty assignment is being reviewed. Such a Claimant may submit to the Sheriff, or the Sheriff's designee, any document or other evidence in regard to the extent of his/her disability. The Sheriff, or the Sheriff's designee, may cause a medical examination or examinations of the Claimant, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled Claimant to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the Claimant's ability to perform a proposed light duty assignment and other pertinent information, the Sheriff, or the Sheriff's designee, may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. A Claimant ordered to light duty shall be provided with a copy of the detailed light duty statement and the medical report supporting the order to light duty. Further, if a Claimant is ordered to light duty and refuses said order and he/she fails to provide medical documentation contesting said light duty, his/her benefits will cease until a determination is made pursuant to Section 12 of this procedure with regard to the Claimant's physical ability to perform the light duty assignment. In the event the officer provides medical documentation to contest the light duty order, the benefits of GML §207-c will continue until a determination is made after a hearing, pursuant to Section 12 of this procedure is held. It is understood that assignment to light duty is in the nature of a "make work" assignment and that a Claimant so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time.

#### **Section 9. Changes in Condition of Recipient**

1. Every GML §207-c recipient shall be required to notify the Claims Panel of any change in his or her condition which may enable the recipient to return to normal duties or be considered as eligible for light duty. This notice shall be made in writing within forty-eight (48) hours of any such change.

**Section 10. Right of Perpetual Review and Examination**

1. The Claims Panel shall have the right to review the eligibility of every GML §207-c recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:

(a) requiring recipient to undergo medical examination by physician or medical providers chosen by the Claims Panel;

(b) requiring recipient to apprise the Claims Panel as to their current condition; and

(c) requiring recipients or any other involved parties to provide any documentation, books, or records that bear on the recipient's case.

**Section 11. Termination of Benefits**

If, for any lawful reason, including but not limited to those reasons specified in these procedures, the Claims Panel determines that a recipient is no longer or was never eligible for benefits, the Claims Panel shall seek to terminate such benefits pursuant to the provisions of Section 12 of this procedure. Notice of such termination and the reasons therefore shall be served by mail upon the Claimant and the Sheriff. Pending a determination with respect to the employee's eligibility, the employee shall continue to receive GML §207-c benefits, unless otherwise so stated herein.

**Section 12. Hearing Procedures**

Hearings requested under the provisions of this procedure shall be conducted by a neutral Hearing Officer related to the issues to be determined. The parties shall attempt to agree on a mutually acceptable Hearing Officer. In the event the parties cannot agree, the Hearing Officer shall be selected by filing a Demand for Arbitration with the New York State Public Employment Relations Board. The Claimant and Employer may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. Either party or the Hearing Officer may cause a transcript to be made. The party requesting the transcript shall pay the cost for their own transcript. After the hearing, the Hearing Officer shall render a determination which shall be final and binding upon all parties. Any such decision of the Hearing Officer shall be reviewable only pursuant to the provisions of Article 75 of the Civil Practice Law and Rules. The fees and expenses of the Hearing Officer shall be borne equally by the parties.

**Section 13. Coordination with Workers' Compensation Benefits**

Upon payment of GML §207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the Employer for periods during which a Claimant received GML §207-c benefits. If the Claimant shall have received any Workers'

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Compensation benefits hereunder which were required to be paid to the Employer, the Claimant shall repay such benefits received to the Employer, or such amounts due may be offset from any GML §207-c benefits thereafter. Upon termination of GML §207-c benefits, any continuing Workers' Compensation benefits shall be payable to the Claimant. The parties shall not be bound by a determination of the Workers' Compensation Board.

**Section 14. Discontinuation of Salary and Wage Benefits Upon Disability Retirement**

Payment of GML §207-c benefits shall be discontinued with respect to any Claimant who is granted a disability retirement pension as provided by law.

**Section 15. Continuation of Contract Benefits**

While on leave pursuant to GML §207-c, for a period of three (3) months or less, a Claimant shall continue to accrue all economic fringe benefits (i.e., holiday pay, clothing allowance, sick leave, vacation and/or personal leave accruals) provided by the Collective Bargaining Agreement. After three (3) months in any calendar year or continuous period of time, the Claimant receiving GML §207-c benefits shall be entitled only to the payment of salary, longevity and health insurance.

**Section 16. Miscellaneous**

1. A Claimant who is receiving medical treatment while working, shall make every effort to schedule such medical examinations or treatment during non-work hours. Disputes regarding the application of this provision shall be subject to labor management discussions between the Sheriff and the union president.

2. It is specifically agreed and understood that any reference related to General Municipal Law Section 207-c benefits is informational only, and is not intended to reduce the benefits or rights contained in the statute or any amendments made thereto. The intent is to read this procedure in conformity with General Municipal Law Section 207-c.

3. The parties agree that any disputes relating to the administration or application of the provisions of this procedure shall be resolved through the hearing procedure contained in Section 12 herein.

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**APPENDIX**

**Medical Release**

I do hereby authorize any physician, nurse, or other health care provider who has attended, examined or treated me in connection with injuries or illness sustained or incurred in connection with an incident occurring on or in connection with any prior treatment or care for previous injuries to the same body parts which were injured in such incident, or any hospital at which I have been examined or treated in connection with such injury or illness, to furnish the Putnam County Sheriff's Department, information which may be requested regarding treatment rendered for such injuries or illness and the body part involved.

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Printed name of Claimant

\_\_\_\_\_  
Date

Date of Incident: \_\_\_\_\_

Body Part Affected: \_\_\_\_\_



9/2/08

New York State & Local Employees  
Retirement System  
110 State Street  
Albany, New York 12244

To: The Comptroller of the State of New York

In compliance with Section 363 and Section 363-c of the Retirement Law instructing me to notify your department of any and all injuries sustained in the line of duty as a member of the Putnam County Sheriff's Department, I hereby submit the following report:

\_\_\_\_\_  
Name of injured/ill employee                      Registration Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date of incident                                      Time of incident

\_\_\_\_\_  
Description of injury

\_\_\_\_\_  
Medicalcare required

\_\_\_\_\_  
Remarks

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Witness to injury

\_\_\_\_\_  
Date

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**Putnam County Sheriff's Department**

**General Municipal Law Section 207-c**

**Application**

1. \_\_\_\_\_  
**Name of officer**

2. \_\_\_\_\_  
**Address**

3. \_\_\_\_\_ 4. \_\_\_\_\_  
**Telephone number                      Age**

5. \_\_\_\_\_  
**Name of supervisor**

6. \_\_\_\_\_  
**Current job title**

7. \_\_\_\_\_  
**Occupation at time of injury/illness**

8. \_\_\_\_\_  
**Length of employment**

9. \_\_\_\_\_ 10. \_\_\_\_\_ 11. \_\_\_\_\_  
**Date of incident                      Day of Week                      Time**

12.a. \_\_\_\_\_  
**Name of witness(es)**

b. \_\_\_\_\_  
c. \_\_\_\_\_

13.a. \_\_\_\_\_  
**Names of co-employees at the incident site**

b. \_\_\_\_\_  
c. \_\_\_\_\_

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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? \_\_\_\_\_

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Date of report

\_\_\_\_\_, New York \_\_\_\_\_  
Signature of injured officer

State of New York )  
County of Putnam ) ss.:  
)

\_\_\_\_\_, being duly sworn, deposes and says that he/she has read the foregoing notice and knows the contents thereof; that the same is true to the knowledge of deponent except as the matters therein stated to be alleged upon information and belief; and that as to those matters he/she believes to be true; any false statements herein may subject the deponent to the penalties of perjury.

Sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC-COMMISSIONER OF DEEDS

***COUNTY OF PUTNAM***

***Drug and Alcohol Testing Procedure***

**SECTION 1 -- PURPOSE**

The purpose of the Drug and Alcohol Policy and Testing Procedure is to ensure:

A. A work environment where not only the citizens of the County of Putnam, Putnam County Sheriff's Office (Sheriff's and/or Office) personnel, are free from the risk of personnel who may be under the influence of alcohol or drugs while on duty or may be using illegal drugs;

B. The capability of all Sheriff's Office personnel to perform their assigned duties at all times without being under the influence of alcohol or drugs;

C. That members of the Sheriff's Office share in the responsibility and understanding that when members of this Department, who may be or are under the influence of alcohol or drugs when reporting to duty or on duty, or using illegal drugs at any time, he/she is a detriment to themselves, other members of this Office and to the citizens we are sworn to protect. It is the obligation of all members to insure the safety of all concerned by reporting such conduct;

D. That Sheriff's Office personnel are cognizant of the ramifications of being under the influence of alcohol or drugs when reporting for duty or while on duty, and the use of illegal drugs at any time.

**SECTION 2 -- DEFINITIONS**

A. Covered Employees: All sworn officers of the Putnam County Sheriff's Office.

B. Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of the substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other biomedical information.

C. Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

D. Designated Employer Representative (DER): An employer or individual(s) identified by the employer as able to receive communications and test results directly from medical review officers, BATs, screening test technicians, collectors, and substance abuse professionals, and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

E. Adulterated Specimen: A urine specimen into which the employee or someone acting in concert with the employee has introduced a foreign substance.

F. Dilute Specimen: A urine specimen whose creatinine and specific gravity values are diminished through the introduction of fluid (usually water) into the specimen either by the employee's excessive consumption of fluid(s) or by the direct action of the employee or someone acting in concert with the employee.

G. Substituted Specimen: A specimen that has been submitted by the employee in place of his/her own urine.

H. Blood Alcohol Concentration (BAC): The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

I. Evidential Breath Testing Device (EBT): An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL) as amended.

J. Breath Alcohol Technician (BAT): An individual who instructs and assists individuals in the Alcohol testing process and operates an EBT.

K. Substance Abuse and Mental Health Services (SAMHS): Formerly National Institute of Drug Abuse.

L. Department of Health and Human Services (DHHS):

M. Drug: A substance defined in Subdivision 13 of Section 3302 of the New York Public Health Law, including but not limited to a controlled substance listed in Section 3306 of said Law.

N. Illegal Drug: Any drug used or possessed by an employee under circumstances in which such use or possession constitutes a violation of any statute or regulation.

### **SECTION 3 -- PROHIBITIONS**

A. Alcohol Prohibitions

Employees must not:

- Report for duty or remain on duty while having a Blood Alcohol Concentration (BAC) of 0.02% or higher;
- Possess alcohol while on duty, use, or be under the influence of alcohol except for the securing of evidence or while acting under proper and specific orders from a superior officer of commissioned rank.

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- Refuse to submit to a required alcohol test;
- Refuse to submit to any test administered for the purpose of determining BAC.

**B. Drug Prohibitions**

Employees must not:

- Report for duty or remain on duty when the employee uses any drug.
- Refuse to submit to any test administered for the purpose of determining controlled substance use;
- Adulterate, substitute or dilute any required specimen.

**SECTION 4 -- TESTING**

**A. Pre-Employment**

Conducted before applicants are hired.

**B. Random**

Random drug testing shall be conducted pursuant to the procedures and guidelines of the Department of Transportation CDL drug testing.

**C. Reasonable Suspicion**

Conducted when an employee's behavior or appearance is observed and that behavior is characteristic of alcohol misuse or the influence of a drug.

**D. Post Accident**

Drug and alcohol testing will be based upon reasonable suspicion.

**E. Return to Duty**

Unless terminated from employment, conducted prior to a return to duty after an individual who has engaged in prohibited conduct regarding drug use and/or alcohol misuse; the



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employee shall undergo a "Return to Duty" drug test and/or alcohol test with a verified negative result, after completion of any recommended treatment program or action.

F. Follow-Up

Following a positive test for alcohol use and subsequent return to work, unannounced follow-up alcohol and/or drug testing will be required. A minimum of six (6) follow-up drug and/or alcohol tests will be administered in the first twelve (12) months. An employee may be subject to follow-up testing for up to sixty (60) months after return to duty upon the recommendation made by the Substance Abuse Professional.

**SECTION 5 -- TESTING PROTOCOL**

A. Testing for drugs will be conducted by urinalysis. A breath alcohol technician (BAT) using an approved breath-testing device will conduct testing for alcohol.

If the employee tests positive, the MRO will provide the employee with a copy of the test results.

B. The current drug and alcohol testing provider is Partners and Safety. The County will notify the union upon any change in the provider.

C. Drug Testing: Drug testing will be conducted by analyzing an employee's urine specimen. The analysis will be performed at laboratories certified and monitored by SAMHSA and DHHS. The employee will provide a urine specimen in a location that affords privacy; and the "collector" seals and labels the specimen, complete a custody and control form (CCF) and prepare the specimen and accompanying paperwork for shipment to a drug testing laboratory in the presence of the employee. The specimen collection procedures and chain of custody will ensure that the specimen's security, proper identification and integrity are not compromised. Drug testing will include split specimen procedures. Each urine specimen will be subdivided into two (2) bottles labeled as a "primary" and a "split" specimen. Both bottles will be sent to a

laboratory. If the analysis of the primary specimen confirms the presence of illegal or controlled substances, the employee has 72 hours to request the split specimen be sent to another SAMHSA/DHHS certified laboratory for analysis at the employee's expense. If the split specimen proves to be negative, the County will pay the expense. This split specimen procedure essentially provides the employee with an opportunity for a "second opinion."

- D. The Medical Review Officer (MRO) is responsible for:
  - (i) The Notification Procedure
    - (a) Upon a positive test result, the MRO must contact the employee directly on a confidential basis and determine whether the employee wants to discuss the test result. In making the contact the MRO must explain to the employee that if he/she declines to discuss the test result the MRO will verify a positive result.
    - (b) The MRO must attempt to reach the employee using the day and/or evening phone numbers provided on the custody and control form (CCF), over a period of at least 24 hours using reasonable efforts.
    - (c) Documenting the attempts to contact the employee with dates and times.
    - (d) Contacting the Designated Employer Representative (DER).

**SECTION 6 – TESTING STANDARDS**

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

<b>Substance</b>	<b>Initial</b>	<b>Confirmatory</b>
Marijuana	50 ng/ml	15 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Phencyclidine (PCP)	25 ng/ml	5 ng/ml
Amphetamines	1000 ng/ml	500 ng/ml amphetamine and metamphetamine
Opiates	2000 ng/ml	2000 ng/ml morphine and codeine 10 ng/ml 6 acetylmorphine

In the event the Federal Government amends the above "DOT" standard, the County will identify the changes to the union and provide the union notice of such changes.

## **SECTION 7 – ALCOHOL TESTING**

Confirming alcohol tests will be conducted using evidential breath testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA).

Preliminary screening tests may be conducted by using approved instruments for administering field sobriety tests to licensed motor vehicle operators.

Two breath tests (in addition to a preliminary screening test, if used) are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. A test result indicating less than 0.02% alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02% or greater, a confirmation test must be conducted (not less than 10 minutes or more than 20 minutes after the first screening test). The employee and the breath alcohol technician (BAT) must complete the alcohol testing form to ensure that the results are properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number and the name and serial number of the EBT to ensure the reliability of the results.

## **SECTION 8 -- TESTING PROCEDURES**

### **A. Reasonable Suspicion Drug Testing**

Employee must be transported to the testing facility. Upon completion of the testing the employee will be transported home until the results are received by the (DER). Upon receipt of a negative test result the employee will return to work without suffering a loss of wages or benefits.

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Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be evaluated by the Substance Abuse Professional (SAP) and a recommendation will be made. An employee who tests positive shall be subject to Section 11 herein. Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the employee must submit to a "Return to Duty" test with a verified negative result.

**B. Reasonable Suspicion Alcohol Testing**

The County will be responsible for transporting the employee to the collection facility and to the employee's home, if necessary. Upon receipt of a negative test result, the employee will return to work without suffering a loss of wages or benefits.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the employee will be transported home and is not eligible to return to work until evaluated by the Substance Abuse Professional (SAP) and a recommendation is made. Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the employee must submit to a "Return to Duty" test with a verified negative result.

**C. Post Accident – Alcohol Testing**

Supervisors and other persons designated to determine whether "reasonable suspicion" exists to require a member to undergo "reasonable suspicion testing" must receive at least one hour of training on controlled substance use, which they will use in making their determination. New Supervisors shall receive such training within 6 months of their appointment.

D. Follow-Up

Positive test results require the employee to submit to a minimum of six (6) follow-up tests for drug and/or alcohol use during the first 12 months following the initial positive test result. The Substance Abuse Professional (SAP) may also require follow-up tests up to 60 months after return to duty.

E. Test Results

All records are considered confidential and will not be shared with any person or agency not part of this procedure. Test results and other confidential information will only be released to the Designated Employer Representative (DER), Medical Review Officer (MRO), and the Substance Abuse Professional (SAP) who evaluates the extent of the problem. However, the covered employee is entitled to obtain copies of any records concerning his/her use of drugs or alcohol, including any test records. If disciplinary action is commenced, or if a covered employee initiates a grievance, hearing, lawsuit, or other action, the County may release this information to the relevant parties.

**SECTION 9 – CONSEQUENCES FOR REFUSAL OR A POSITIVE TEST RESULT**

All covered employees must submit to drug and alcohol testing pursuant to this policy. **Refusal** to submit to testing is prohibited. The consequences for a refusal are therefore the same as if the person had submitted to testing and had a positive test result.

The following actions may also constitute a refusal:

- (a) Failure to show up for any test within a reasonable time after being directed to do so by the employer.
- (b) Refusal to sign the certification provided by the Technicians.

- (c) Deliberate failure or refusal to provide adequate breath or urine sample. If the employee is unable to provide an adequate breath or urine sample, the County shall direct the employee to obtain an evaluation from a licensed physician, acceptable to the County, as soon as practical to determine the employee's medical ability to provide an adequate breath and/or urine sample. If the physician determines that a medical condition did (or could have) prevent the employee from providing an adequate sample the failure shall not constitute a refusal. However, if the physician is unable to make such a determination, the employee's failure shall constitute a refusal.
- (d) Engaging in conduct that clearly obstructs the testing process, e.g., adulteration, substitution or dilution of specimen.
- (e) Feigning illness after notification of testing.

## **SECTION 10 – ALCOHOL TEST CONSEQUENCES**

A. A test measurement of less than or equal to .019 alcohol concentration will allow the employee to return to work.

B. A test measurement of 0.020 to 0.049 alcohol concentration will cause the employee to be relieved from duty for that tour. The employee may be subject to discipline. The employee will be allowed to return to work at the next assigned tour when that employee is tested immediately prior to returning to work and the results of such testing indicate the employee has a 0.00 concentration. Any employee who tests positive twice within these parameters (0.020 to 0.049) during a twenty-four month period shall be subject to discipline.

C. A test measurement of 0.0501 or greater will cause the employee to be subject to discipline. Prior to returning to work, an employee must receive a certification from a Substance Abuse Professional (SAP) that the employee is able to perform their full duties. Any member who tests positive twice with these parameters (0.051 or greater) during a twenty-four (24) month period shall be subject to discipline, which may include termination.

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D. Any employee who refuses an alcohol test shall be treated as testing positive with an alcohol content of 0.051.

## **SECTION 11 -- DRUG TEST CONSEQUENCES**

1. A positive drug test will result in discipline, which may include termination.

2. In lieu of 1 above or in conjunction with 1 above, the County, at its discretion, for an employee who was referred by the SAP for treatment may enter into a Rehabilitation Agreement, and a release permitting the County to obtain the employee's treatment records. The employee will be expected to comply with all treatment recommendations set forth in the Rehabilitation Agreement as a condition of further employment. Failure to follow treatment recommendations will result in the employee's termination upon the successful establishment of a disciplinary charge.

3. During the period of treatment, the employee will be eligible to utilize up to twenty-eight (28) days of sick leave provided the employee is being treated as on an in-patient basis. After utilizing this sick leave, the employee may utilize his or her, personal, holiday and vacation leave. Thereafter, the employee shall not otherwise be compensated during the period of said employee's absence. Employees who test positive will be allowed one opportunity for treatment and counseling.

4. Once the individual returns to duty, unannounced follow-up tests shall be conducted at such frequency and for such duration of time as the "SAP" recommends. All follow-up tests shall be given at any time during an employee's shift, or no more than thirty minutes before, or thirty minutes after an employee's shift. A positive test following the employee's return to work will result in the employee's termination upon the successful establishment of a disciplinary charge. The employee shall bear the cost of all follow-up tests.

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The employer shall bear the costs of the SAP and of any compliance monitoring (monitoring the employee's following of the treatment recommendations set forth in the Rehabilitation Plan).

5. An employee who has a positive test may be subject to disciplinary action separate and apart from the employee's removal from duty. The County may, at its discretion, suspend any disciplinary action while an employee is undergoing inpatient substance abuse treatment. The suspended disciplinary action will remain pending during treatment and for a period after completion of the treatment as determined by the SAP. At the end of the suspension period, the disciplinary action may be continued or withdrawn.

6. The employer is not required, and will not provide, rehabilitation pay for treatment or counseling aside from that set forth in such employee's medical insurance program.

**SECTION 12 – VOLUNTARY TREATMENT**

1. Where a permanently appointed member, or the union president or his/her designee, on the members behalf, voluntarily informs the Sheriff that he/she is experiencing problems with drug use, who has not previously been the subject of a disciplinary penalty, for drug use and has been involved in any conduct or occurrence which would require the member to be tested pursuant to this policy, that member will be afforded the opportunity to participate in a drug rehabilitation program, rather than being subjected to disciplinary action. Enrollment in a drug program in lieu of disciplinary action shall only be available where the member has never previously tested positive for drug use while employed by the County.

2. An unpaid leave of absence for treatment on an inpatient or outpatient basis will be granted for a period not to exceed sixty (60) days. The Sheriff may approve an additional leave of thirty (30) days. The member may use accumulated sick time, vacation time, holidays, and other accrued leave time. The terms of the policy relative to said absences are not meant to



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affect or diminish those rights an employer or a member would otherwise be entitled to pursuant to Civil Service Law.

3. A member who chooses to participate in an outpatient program and who does not wish to take a leave of absence, may, at the discretion of the Sheriff, provided the Sheriff has a written document from the program that the officer is cleared for duty for a defined temporary period, continue with his/her duties either on regular assignment, reassignment or limited duty as deemed appropriate by the Sheriff at his/her sole discretion. Nothing herein shall be deemed to create a right on the part of a member to limited, reassigned or light duty. Such reassignment, light or limited duty shall only be provided if the Sheriff deems it available within the Department. Reassignment, light or limited duty may not be assigned without consultation with the Department of Law.

4. Return to work after completion of the program may only occur upon certification from the program that the member has satisfactorily participated in the program, that the program recommends return to regular assignment and that there is proof of no drug use for a period of two (2) weeks prior to return to work. Upon return to work, the member is subject to random drug tests pursuant to the recommendation of the SAP. The final decision as to whether to permit a member to return to work shall be made by the Sheriff within two (2) weeks after receipt of the information from the program. In the event the Sheriff determines not to permit the member to return to work, any action taken by the County to implement this determination must be in accordance with any rights the member has pursuant to New York State Civil Service Law and/or the applicable collective bargaining agreement.

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5. Any member who voluntarily chooses to participate in a program but fails to successfully complete the program or be recommended for return to work by the program or the Sheriff shall be subject to other appropriate actions, including disciplinary action. Before any such action is taken or commenced, there shall be a meeting with the member, a union representative, and the Sheriff or his/her designee to discuss the member's failure to complete the program. The program shall provide a monthly progress report indicating whether or not the member is complying with the treatment program. Also, a discharge report may be requested which would indicate whether any follow-up treatment was necessary.

6. A member who returns to work after completion of the program and who subsequently tests positive will result in the member's termination upon the successful established of a disciplinary charge.

April 29, 1997

STIPULATION OF AGREEMENT

COUNTY OF PUTNAM

and

PUTNAM COUNTY DEPUTY SHERIFFS' BENEVOLENT ASSOCIATION, INC.

It is agreed by and between the County of Putnam ("County") and the Putnam County Deputy Sheriffs Benevolent Association, Inc. ("DSBA"), hereinafter, the parties that:

1. All newly sworn officers shall receive Certified First Responder (CFR) certification within the employee's first year of employment. Any newly sworn officer who fails to become certified as a CFR within this time period shall have his/her services terminated. CFR is intended to define the level of EMS training as defined by the New York State Department of Health. It includes, but is not limited to, any modifications to that designation made by the New York State Department of Health. These could include alterations to the level of preparedness, skills required, procedures permitted, including for example, Defibrillations, if such procedure is ever permitted by the New York State Department of Health as a Certified First Responder skill.
2. All incumbent Deputy Sheriffs and Correction Officers shall be required to complete the necessary course and examination to become a New York State approved CFR. No current employee at the time of the signing of this Agreement shall have his/her services terminated for failure to successfully complete the CFR course, unless the employee wilfully avoids taking said course, drops the course without consent of the Sheriff, or fails the course with the intention not to comply with this Agreement. Nothing in this section shall be construed as a waiver of any due process right(s) an officer may otherwise have under the contract or applicable state or federal law.

An unsuccessful attempt to become a CFR would be followed by additional attempts until passage occurs. The course and examination may be scheduled during the employee's work schedule. With the approval of the Sheriff or his designee, shifts may be swapped in order for the employee to attend the course or examination. The cost of tuition for the CFR course at the Putnam County Bureau of Fire and textbook costs shall be paid for by the County. However, the County may seek reimbursement for costs from the New York State Dept. of Health or any other governmental agency or charitable institution.

2. All Deputy Sheriffs and Correction Officers shall be required to maintain his/her certification as a New York State approved CFR throughout his/her employment with the County. Tuition and textbook costs connected with recertification shall be paid for by the County. However, the County may seek reimbursement for costs from the New York State Department of Health or any other governmental agency or charitable institution. Recertification as a CFR will be required for all employees during the duration of their employment. Failure to maintain the necessary certification is sufficient grounds for the County to seek the employee's termination of services. Nothing in this section shall be construed as a waiver of any due process right(s) an officer may otherwise have under the contract or applicable state or federal law.
1. Utilization of Emergency Medical Service (EMS) training by the Sheriff's Department Personnel:
  - A. It shall be the policy of the Sheriff's Department that individuals in the department with appropriate levels of EMS training as acknowledged by the New York State Department of Health credentials such as CFR, EMT, etc. shall normally practice their skills during the exercise of the official Sheriff's department duties for the purpose of saving life, reducing pain and suffering.
  - B. It is recommended but not required by this Agreement that members of the Sheriff's department join a local Putnam County Fire or Ambulance Corp. and volunteer their time to maintain and improve skills in EMS and related areas of emergency response capability.
  - C. For purposes of accomplishing these objectives, appropriate material for an EMS library shall be made available to all employees.
  - D. County vehicles utilized by certified personnel are to be equipped and sustained as follows:
    1. EMS equipment and supplies are to be paid by the County;
    2. EMS equipment to be stored in vehicle;
    3. All EMS equipment and supplies are to be kept in operating order prior to the start of every shift.
  - E. Equipment at County Jail Facility - required EMS equipment and supplies will be provided by the County at the correctional facility as appropriate.

5. In the event that the CFR designation is subsequently abolished by the New York State Department of Health, or rendered obsolete, an equivalent curriculum of the newly designated level of training proposed by either the New York State Department of Health or by the County of Putnam shall continue in force. If a substitute level of training is proposed by the County of Putnam, such level of training shall be consistent in objectives to the original intentions of the Certified First Responder designation, or such New York State Department of Health designation as subsequently proposed, and required under the above language of this Agreement.
6. The County will follow the procedures outlined by the New York State Retirement System to effectuate the election of the improved pension benefit plans (as referred to in this Agreement) and to certify to the Comptroller periodically and at such intervals and times as may be required and in such fashion as may be prescribed. The County will elect the following special retirement plans pursuant to Article 14B of the Retirement and Social Security Law for the purpose of providing certified criminal law enforcement deputy sheriffs with improved pension benefit plan options, according to the following schedule:

Plan Elected

Effective Date

(A) 14B-25 Year  
with additional 1/60ths

Upon receipt of County Resolution by the NYS Retirement System after this settlement agreement is fully executed.

(B) 14B-20 Year

Five (5) Years After Implementation of A, provided a collective bargaining agreement or management policy is in existence with the Management employees of the Sheriff's department.

(C) 14B-20 Year with  
additional 1/60ths

Ten (10) Years After Implementation of A, provided a collective bargaining agreement or management policy is in existence with the Management employees of the Sheriff's department.

The County will elect the following special retirement plan pursuant to Sections 89-p and 603-1 of the Retirement and

Social Security Law for the purpose of providing an improved pension plan benefit plan option for correction officers.

Plan Elected

Effective Date

(D) 89-p and 603-1  
(25 Year)

Upon Receipt of County Resolution by the NYS Retirement System after this settlement agreement is fully executed.

7. All employees who are eligible for the improved pension plan shall have his/her holidays reduced from thirteen (13) to twelve (12). It shall be in management's sole discretion to decide which holiday is eliminated.

8. Additional Certifications and Levels of EMS Training:

A. Provided that the Department of Labor determines that time spent attending classes to obtain EMT-D (Level I), EMT-I (Level II) and EMT-P (Level IV) certification is noncompensable, the following additional stipends will be paid to employees who attain and maintain their certifications:

EMT-D (Level I)	\$2,000 per annum
EMT-I (Level II)	\$4,000 per annum
EMT-P (Level IV)	\$7,000 per annum

B. Stipends are to be pro-rated over the pay periods during the year and are to be paid as long as the member is employed by the County as a correction officer, deputy sheriff or dispatcher, and so long as the employee maintains the applicable certification. The cost of any tuition for the EMT-D (Level I), EMT-I (Level II) and EMT-P (Level IV) courses which are conducted and administered by the Putnam County Bureau of Fire, and the respective textbook costs associated with such courses, shall be paid for by the County when such courses are offered and administered by the Putnam County Bureau of Fire. However, the County may seek reimbursement for costs from the NYS Dept. of Health or any other governmental agency or charitable institution.

C. Any stipends paid to any member pursuant to this section of this Agreement shall not invalidate any prior Agreement, local law, or pay scale, nor shall it raise or lower the salary of any other employee of the Putnam County Sheriff's Department. Only one stipend for the highest level of attainment in A above shall be payable at any time. The stipends are not to be considered cumulative. Stipends are to be pro-rated in the initial

year of attainment from the payroll period after attainment through the end of such initial year.

9. This Stipulation of Agreement represents the full agreement between the parties.

Dated:

5/15/99

COUNTY OF PUTNAM

*Robert J. Bondi*

ROBERT BONDI, COUNTY EXECUTIVE

PUTNAM COUNTY DEPUTY SHERIFFS' BENEVOLENT ASSOCIATION, INC.

Dated:

05/16/99

VINCENT MARTIN, PRESIDENT

**PUTNAM COUNTY SHERIFF'S DEPARTMENT  
INTER-OFFICE MEMORANDUM**

**DATE: November 17, 2003**

**TO: All personnel**

**FROM: Sheriff Donald. B. Smith**

**SUBJECT: COMPENSATORY TIME  
SWITCHES  
FORCED OVERTIME**

**DRAFT**

As a result of contract negotiations and discussions held by the compensatory time sub-committee on October 2, 2003, the Inter-Office Memorandum dated August 30, 2000 shall be amended and superseded as follows. The following provision shall be in effect from December 1, 2003 until November 30, 2004 unless incorporated into a collective bargaining agreement or amended by the sheriff.

**Compensatory Time:** A member may accumulate up to 96 hours of compensatory time per year. This limit shall be considered a "hard cap" mandating that the member utilize the compensatory during the calendar year. Any time not taken during the calendar year shall be converted to monetary compensation and paid to the member on or before January 31 of succeeding year. Compensation shall be paid at the rate specified in the agreement. Members are encouraged to submit requests with coverage prearranged. Requested dates without coverage will be posted and, if not filled, a member will be "forced" (see below).

**Switches:** Mutual shift switches are an agreement between two members of equal rank. Once a switch is made, the member accepting the switch assumes full responsibility for the shift. Members shall be permitted unlimited switches, *subject to the following:* members are discouraged from arranging "back to back" and "block" switches so as to work repeated double shifts or schedule long periods of time off. The Sheriff, or his designee, reserves the right to deny switches if the safety or soundness of the facility will be compromised. This includes

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**maintaining at least two officers on the "B" and "C" lines, and at least one officer on the "A" line who are available to work past their tour of duty for an additional eight hours.**

**Forced Overtime: The names of members on the shift will be listed in the order they were last forced to work overtime, starting with the oldest date on the "Forced Overtime Worksheet". Shift status will be used to establish the descending order in which each member will be offered overtime. Should all members decline offered overtime, the first member on the list will be "forced".**

In all other respects, Department Rules and Regulations, Article 27, and the Inter-Office Memorandum of August 30, 2000 shall continue to apply.