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Contract Database Metadata Elements

Title: **Washington County and Washington County Deputy Sheriffs Association Police Benevolent Association (PBA), (2008)**

Employer Name: **Washington County**

Union: **Washington County Deputy Sheriffs Association Police Benevolent Association (PBA)**

Local:

Effective Date: **01/01/08**

Expiration Date: **12/31/10**

PERB ID Number: **8496**

Unit Size: **24**

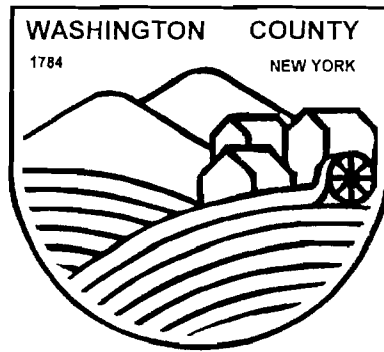
Number of Pages: **26**

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COPY



AGREEMENT

By and Between

WASHINGTON COUNTY,

THE WASHINGTON COUNTY SHERIFF

AND

WASHINGTON COUNTY DEPUTY SHERIFFS' ASSOCIATION PBA

January 1, 2008 - December 31, 2010

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 02 2009

ADMINISTRATION

appx. 24

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Article 1 - Condition and Scope of Agreement

- A. Washington County Sheriff's Department and Washington County, a joint employer hereinafter known as the EMPLOYER, consistent with its policy and Article 14 of the Civil Service Law of the State of New York, in furthering a more harmonious and cooperative relationship between its Employees, Administrators and Members of the Washington County Sheriff's Department which will enhance the working program of the Washington County Sheriff's Department and with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise, and,
- B. To assure equitable treatment of its Employees herein, pursuant to the Laws of the State of New York, and the rules, regulations and policies of the Employer, which laws, rules and regulations and policies shall be construed for the accomplishment of this purpose:
- C. Hereby agrees to recognize Washington County Deputy Sheriffs' Association PBA, located in Fort Edward, New York, as the sole and exclusive bargaining representative of:
- All full-time employees of the EMPLOYER in the title of Deputy Sheriff, Sergeant, Investigators and Senior Civil Officer and excluding all others, with regard to rates of pay, wages, hours and working conditions of employment, subject to the annual budget vote approving said terms and conditions as are negotiated between the parties.
- D. This agreement, entered into this 7th day of July, 2008 between Washington County Deputy Sheriffs' Association PBA, hereinafter referred to as the "Union" and Washington County Sheriff's Department, Fort Edward, New York, and Washington County hereinafter referred to as the "Employer" shall be in effect from June 23, 2008 through December 31, 2010; however, the salary increase will be retroactive to January 1, 2008 for employees who are employed by the County as of the date of the signing of this Agreement.

Article 2 - Union Security

- A. In the event that the current laws are repealed or modified so as to permit greater Union security than is contained in this Agreement, the parties hereto agree to negotiate concerning amendments to this Agreement in accordance with said changes.
- B. Agency Shop Fee: The Employer affirms that the unit has demonstrated 90% membership covered by this Agreement and agrees to implement the agency fee dues deduction throughout the term of this Agreement.

Article 3 - Seniority

- A. Seniority shall be based entirely upon the Officer's uninterrupted service in the Department and shall be broken if he or she leaves active service in any period of time for any reason, except authorized sick leave, military leave or authorized leave of absence, to include layoffs.

Article 4 - Prohibition of Strikes

- A. Neither the Union nor any of its members covered hereunder shall engage in a strike against the Public Employer herein, nor cause, instigate, encourage or condone such a strike for violation of such non-strike pledge, any such violation shall be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law.

Article 5 - Resolutions of Deadlocks in Collective Bargaining

- A. The parties agree to start negotiations for a successor Agreement between 75 and 105 days prior to the expiration of this Agreement.

Article 6 - Union Affairs

- A. The President of the Association or his designee, upon request, will be provided ample time when necessary to process employee grievances. The PBA President, or designee, with due notice, will receive three (3) days with pay to attend to union affairs within Washington County when such employee would otherwise not be working.

Article 7 - Separation From Employment

- A. An employee whose employment is terminated for a reason other than misconduct justifying discharge will receive pay for earned, but unused vacation time prorated to the employee's termination date. However, an employee whose employment is terminated by resignation and who fails to give the County three (3) weeks notice, except in the case of an emergency, will forfeit payment for the employee's earned, but unused vacation time.
- B. Upon separation from employment, the employee shall return to his or her immediate Supervisor all Department property in his or her possession or assigned to him or her in substantially the same condition as when received, reasonable wear and tear accepted, or will have deducted from the last day the fair and reasonable value thereof.

Article 8 - Overtime

- A. The Employer shall pay employees covered by this contract at the rate of time and one (1 ½) half for hours worked by the employee over ten (10) hours per day or forty (40) hours per week. However, the road patrol deputy sheriffs shall earn overtime after eighty (80) hours in a fourteen (14) day period, or after eight (8) hours per day (also see exception for line up time in Article 19D).
- B. Sheriff Deputies shall have preference over part time Deputies for Road Patrol scheduling, transports (subject to the limitations herein) and investigation. Boat patrol assignments, any contracted police patrols, and transports with part-time employees up to a maximum of 30 hours per week, are excluded from this clause.
- C. Employees who are assigned an overtime assignment shall work such overtime

assignment and shall not switch the assignment with another employee. An employee who fails to work assigned overtime shall be placed at the bottom of the seniority list for the next overtime assignment.

D. An employee who works a double shift and who calls in sick the next day will not receive overtime for the preceding day unless said employee works more than forty (40) hours in that week.

E. Shift Differential:

The C line shift differential shall be \$.90 per hour.

The A line shift differential shall be \$.80 per hour.

Deputy Sheriffs whose work hours overlap the A and C line shift hours shall receive the A or C line differential for those hours worked that overlap the A and C line shift hours.

The A line shift hours shall be 9:00 p.m. to 7:00 a.m.

The C line shift hours shall be 2:00 p.m. to 12:00 a.m. (midnight)

Article 9 - Off Duty Court Appearances

A. The Employer shall pay employees covered by this contract at the rate of time and one-half (1 ½) for a minimum of two (2) hours for off-duty court appearances by employees. An employee may elect to receive \$50 per court appearance in lieu of the hourly rate stated in the previous sentence.

Article 10 - Call Outs

A. The Employer shall pay employees covered by this contract at the rate of time and one-half (1 ½) for a minimum of four (4) hours for call outs that are approved by the Sheriff (or officer in charge). This provision shall not apply to extension of the employee's regular shift (i.e. coming in early or staying later). The four (4) hour minimum shall be allowed only once per employee within a 24 hour period.

B. Employees who are called out to work with less than twenty-four (24) hours advance notice shall be paid time and one-half (1 ½) for a minimum of four (4) hours. Employees who are called out with more than twenty-four (24) hours notice of such a call-out shall receive time and one half (1 ½) for the actual time worked.

C. Call outs shall be approved in advance by the Sheriff or Officer in Charge.

Article 11 - Mileage

A. The Employer will pay employees covered by this contract at the rate of twenty-five cents (\$.25) per mile for the use of the employee's private vehicle for the employee's off-

duty court appearances, department meetings, classes and schools, all of which shall be first approved by the Sheriff.

- B. If, during the life of the contract, the County authorizes mileage allowance increases for other employees, it will be extended to members covered by this agreement.

Article 12 - Department Meetings

- A. The Employer shall pay employees covered by contract at the rate of two (2) hours minimum for any and all department or unit meetings called by the Sheriff. The pay will be at the rate of straight time.

Article 13 - Probationary Period

- A. The probationary period shall be that established by the Civil Service Law.

Article 14 - Civil Suits

- A. The Employer agrees to indemnify and hold harmless all employees who are sued for false arrest, false imprisonment, malicious prosecution, libel, slander, defamation, violation of right of privacy, wrongful entry, wrongful eviction, invasion of right to private occupancy and use of excessive force, which said suit or action arises out of the normal course of employee's employment.

Article 15 - Payroll Deductions

- A. The Employer will provide payroll deduction of membership dues and insurance premiums from wages of Association members, and, upon presentation to the County Treasurer of appropriate deduction authorization cards signed by the individual employee, the Employer will make and remit such deductions to the appropriate agencies. The Employer will provide such authorization cards.
- B. Insurance premiums only include Health Insurance and Life Insurance as per Board resolution.

Article 16 - Military Leave

- A. Military leave is granted to those members of the unit who are members of reserve military units and shall be accorded benefits pursuant to appropriate federal and state laws.
- B. Members of the bargaining unit who are required to attend a two (2) week training session of the U.S. Military reserve or National Guard unit shall submit a copy of their order to report for active duty to the Sheriff or his designee at least two (2) weeks prior to the start of such military duty.

- C. Members of the bargaining unit who are required to attend weekend drills of the U.S. Military reserve or National Guard unit shall submit an official copy of the weekend duty dates to the Sheriff or his designee at least two (2) months prior to the first weekend drill.

Article 17 - Uniforms and Equipment

- A. The Employer will provide complete uniforms and equipment to all Deputy Sheriff's, Sergeant's and Senior Civil Officer's in the Sheriff's Department required by the Sheriff to wear uniforms, in the amounts that are presently in effect. The Employer shall institute a voucher system for uniform reimbursement up to \$575.00 annually.

The employer shall institute a voucher system for clothing reimbursement approved by the Sheriff for up to \$575.00 for Investigators.

Effective January 1, 2009, the uniform reimbursement shall become \$650.00 for both Deputy Sheriffs and Investigators.

The initial uniform issue for Deputy Sheriffs shall consist of the following:

3 Long sleeve shirts	1 All weather coat
3 Short sleeve shirts	1 Rain coat
3 Trousers	1 Baseball cap
1 Trouser belt	1 Stetson hat
1 Pair summer shoes	1 Tie and 1 Clasp
1 Pair winter boots	Patches, Badge & Collar Brass
Gun Leather	Body Armor (replaced every 5 years by employer)
	Firearm (replaced as needed by employer)

Current deputies who did not receive all of the above initial issue shall be issued any missing items upon ratification of this Agreement.

The uniform reimbursement shall be used to buy replacement items for the initial uniform issue or for other items as may be approved by the Sheriff. The Sheriff's Department shall replace uniform issue that are damaged in the line of duty as well as body armor and gun leather that are damaged in the line of duty.

Article 18 - Bargaining Unit

- A. The Employer will prepare and deliver to the Association, a number of copies of this Agreement equal to the number of members in the bargaining unit.

Article 19 - Work Day and Work Week

- A. The schedule for ten (10) hour shifts will remain in effect. However, upon notice from either the Employer, or the PBA, a labor management meeting will be scheduled to

discuss whether to continue the ten (10) hour shifts or to explore other schedule options. Investigators, Civil Deputies, and Family Court Deputy will continue with the schedule that is currently in effect. No employee will be required to work in excess of seventeen (17) hours in any workday except in an emergency situation.

- B. No employee will be required to work in excess of sixteen (16) hours in any workday except in an emergency situation.
- C. The current practice on Work Day and Work Week shall continue.
- D. An employee who is required to report to work fifteen (15) minutes prior to their regularly scheduled eight (8) hour shift for line-up shall be paid time and one-half (1 ½) for the fifteen (15) minutes. Employees whose line-up time is less than fifteen (15) minutes shall be paid at straight time for such line-up time. This shall become effective on June 24, 1998. Only employees who are scheduled for line-up time by the Sheriff shall receive line-up pay. However, the Road Patrol Deputies shall continue to serve line-up time. Investigators shall serve line-up time and be entitled to pay pursuant to this paragraph.
- E. Shift Switches - Employees may switch among themselves their assigned shifts with the consent of the Sheriff, or designee. However, such switching must occur within ninety (90) days.
- F. An unfilled shift assignment that can not be filled from the overtime list and it is necessary to assign an employee to the position then the Employer shall assign the least senior member of the previous shift (in the title needed) to stay an additional four (4) hours as well as the least senior member of the next shift for four (4) hours.

Article 20 - Meals Allowance

- A. The Employer will pay employees for meals that are bought outside the County by employees while working. The maximum meal allowance shall be as follows:-

Breakfast	\$ 6.50
Lunch	\$ 8.50
Dinner	\$12.00

Effective 1/1/09, the breakfast allowance shall become \$7.00, the lunch allowance shall become \$9.00, and the dinner allowance shall become \$14.00.

If the County increases the meal allowances for non-union County employees higher than the above stated amounts, then the above meal allowances shall be increased to the same amount.

Article 21 - Pay Period

- A. All employees covered hereunder shall be paid in full bi-weekly. When the regular

payday falls on a holiday, the Employer shall pay the employees on the last banking day immediately preceding the holiday.

- B. The County shall have paychecks available on the same payday as the rest of the County. The County may move the current pay period / pay date by no more than two days. The County shall give the WCDSA PBA a minimum of 60 days written notice before moving the pay period or pay date. Any such changes shall be done only if it is implemented on a Countywide basis.

Employees shall re-coup any wages lost through a revised lag pay system at the end of their term of employment at the Sheriff's Department.

- C. Each employee shall be provided with a statement of gross earnings and a statement of deductions made for any purpose.

Article 22 - Vacations

- A. Employees become eligible for paid vacation on their anniversary date. Vacation leave shall not be carried past the next anniversary date unless there are extreme circumstances and with the Sheriff's approval. Vacation leave shall be granted when, in the opinion of the Sheriff, it will be convenient to the department. Employees will be paid by check for accrued vacation leave at the time of their termination. Vacation time shall be taken only in full day increments.

VACATION SCHEDULE

<u>Service Time</u>	<u>Vacation Time Earned</u>
1- 5 Years	10 Days
6 Years	15 Days
7 Years	17 Days
8 Years	18 Days
9 Years	19 Days
10 Years	20 Days
11 Years	21 Days
12 Years	22 Days
13 Years	23 Days
14 Years	24 Days
15 Years	25 Days
16 Years	25 Days

- B. Employees who are separated from the service and who have accrued vacation leave to their credit at the time of separation shall be paid the salary equivalent to the accrued vacation leave.

- C. Anything in this plan to the contrary notwithstanding, no employee shall be entitled to vacation time until he or she has worked at least one (1) calendar year from the anniversary date of employment.
- D. Employees who are on their scheduled vacation and are required to attend court on County business shall be paid their regular rate of pay for the day and shall report to work for the remainder of day. Such employee may then take another vacation day.

Article 23 - Holidays

- A. All employees covered hereunder shall be entitled to the following holidays, irrespective of the day of the week in which they fall:

New Year's Day	Election Day
President's Day	Thanksgiving Day
Memorial Day	Veterans Day
Independence Day	Christmas Day
Labor Day	Employee's Birthday*
Columbus Day	Martin Luther King's Birthday

* Employee's Birthday holiday can be taken on that day or any time during the remainder of the year and can be used in conjunction with vacation time. Prior notice of at least two (2) weeks shall be given to the Sheriff.

- B. Employees shall be paid holiday pay of one (1) day's pay for each of the listed holidays, regardless of whether this day falls on a regularly scheduled day off or on a regularly scheduled workday. If the employee works the holiday, the employee shall be paid at ten (10) hours holiday pay and for the hours worked. Investigators and Civil Deputies shall be paid for holidays in the same manner as currently in effect. Effective in 2009, if an employee works the holiday of the 4th of July, the employee shall be paid at ten (10) hours holiday pay plus double time for the hours worked. Effective in 2010, if an employee works Christmas or the 4th of July, the employee shall be paid at ten (10) hours holiday pay plus double time for the hours worked

Article 24 - Sick Leave

- A. All employees covered hereunder shall be entitled to accrue eight (8) hours per month as sick leave. Sick leave may be taken when such absence is incurred on account of the illness or other disability of the employee or a member of the employee's immediate family residing in the household of the employee at the time of the illness. One sick leave day taken will be paid at ten (10) hours per day taken. An employee who uses less than seven sick leave days within one year may sell back to the County vacation and/or personal leave days at the rate of one day's pay per one day sold back.
- B. A doctor's certificate of physical fitness may be required after absence of five (5) days per month or more due to personal illness or illness of relative (accumulative to 180 days). The Leave slip shall be submitted within two (2) days of the employee's return to

work. The employee or a member of his family shall notify his immediate Supervisor at least one (1) hour prior to starting time.

Article 25 - Personal Leave

- A. All employees covered hereby shall be entitled to three (3) days personal leave with pay to be granted upon request to the Sheriff. Each employee will endeavor to make said request upon reasonable notice, and in any case, at least twenty-four (24) hours in advance, if possible. Such personal leave is not to be deducted from sick leave or vacation pay
- B. An employee who desires to take a personal day the day before or the day after a vacation day or a holiday, must receive approval prior to taking said personal day, or the employee will forfeit the paid vacation day or holiday exception being, in case of an emergency situation where it is not possible for the employee to receive permission on time, the employee taking said personal day has the burden of providing proof to his Supervisor, or forfeit said pay for the paid vacation day or paid holiday. As a general rule, employees will not be allowed to take a personal day before or after a vacation day or holiday in order to extend the period of time away from the job.

Article 26 - Bereavement

- A. Upon request of an Officer, a leave of absence not to exceed three (3) days shall be granted because of death in his or her immediate family. Such leave shall be taken, without loss of pay or other benefits, and shall begin on the date of death. Regularly scheduled days off shall not be converted to paid bereavement days. Immediate family, for the purpose of this section, shall mean: Mother, Father, Spouse, Child, Grandchild, Grandparent, Brother, Sister, Father-in-law, Mother-in-law, Daughter-in-law and Son-in-law. Up to five bereavement days shall be allowed for death of a spouse, child, stepchild or parent.
- B. In the event of the death of an Officer's Brother-in-law or Sister-in-law, and upon request, he or she shall be granted two (2) days off, without loss of pay and benefits. In the event of death of a relative, not included above, the officer, upon request, shall be granted up to one (1) day off without loss of pay or benefits to attend funeral services for non-family members.

Article 27 - Pension Plan

- A. The Employer shall adopt Article 14-B, Section 551, NYS and Local Retirement Systems, 25 year plan, which shall apply to eligible bargaining unit members in the Sheriff's Department.

Article 28 - Insurance

- A. Health Insurance: The County will continue to make available health insurance

coverage for employees through plans that are equivalent to the current POS, EPO, and PPO plans.

The Unit agrees to participate in the Countywide insurance committee to investigate alternatives to our current health insurance plan.

Premium Costs: The County shall pay 80% and the employee 20% of the premium cost of either the individual or family plan. Effective June 1, 2009, the County will pay 80% of the premium of the individual, 2 person, or family POS Plan. The County will contribute the same dollar amount toward the premium of the individual, 2 person, or family EPO or PPO Plan as it contributes toward the POS Plan premium, plus one-half of the difference between the POS premium and the EPO and PPO premiums. The County and the Union agree to continue to meet and review the plan design of the health insurance coverage, along with representatives of other bargaining units within the County to determine if copays, deductibles, and plan benefits should be modified.

- B. Disability Insurance - The Employer agrees to pay 100% of the premiums for New York State Disability Insurance. The employees must report any disability. Coverage may not be used until the employee has exhausted his or her accumulated sick leave credits.

Article 29 - Wages

- A. The wage rates are shown in Appendix A. Each schedule shall be effective on January 1 of the year indicated.

Article 30 - Workers' Compensation Payment

- A. Employees covered hereunder who are injured while on duty in the course of their employment and thus entitled to Workers' Compensation payments shall be compensated in the following manner: Any payment received as Workers' Compensation Benefits for absence for which the employee also receives full sick leave pay will be returned to the County as long as the employee receives full salary. The employee shall be entitled to retain any Workers' Compensation Benefits for any period for which sick leave pay is not paid or payable.

Article 31 - Service Increments

- A. See Salary Schedule – Appendix A.

Article 32 - Layoffs

- A. In a layoff situation employees will be laid off according to State and County Law. Position bumping downward due to layoffs will be based upon seniority. In this situation there will be only one (1) bump granted to senior employees. This provision will exclude the Civil Officer of the Sheriff's Department.

Article 33 - Interdepartmental Job Openings

- A. Full time employees may bid for vacant or new positions in the Department provided they are eligible and qualified for the position under Civil Service rules and regulations. Applicant's job performance, degree of qualifications, and seniority in the Department shall be considered before a final appointment is made. This provision shall not supersede any Civil Service requirement concerning appointment from a civil service list.

Article 34 - New Job Classifications; Promotions

- A. The Employer agrees that in the event it establishes any new job classifications recognized by and falling under the negotiating unit, the Employer will furnish the Association the new job classification and will consult and confer with the Association, the basic salaries and benefits for such classification
- B. Residency Requirement: Effective January 1, 2005, new hire Sheriff Deputies shall reside in Washington County pursuant to the requirements of the law. Sheriff Deputies employed prior to January 1, 2005, shall be allowed to move out of the County until January 1, 2006, after which time they shall be required to remain residents of Washington County. Deputies who currently reside outside the County as of January 1, 2005, shall be allowed to maintain a residence outside the County.

Article 35 - In-Service Training

- A. Any Officer required to attend in-service training on his or her off duty time, shall be compensated for such time, for a minimum of two (2) hours. However, when such in-service training is immediately before or after the employee's shift, he or she shall be paid for the time spent in the in-service training and the two (2) hour minimum pay shall not apply.

Article 36 - Personnel Record

- A. An employee will be given a copy of any warning, reprimand, suspension or disciplinary action entered into his or her personnel record the day after the action is taken.
- B. An employee shall have the right to review his or her file at any time during normal working hours of the office that is required to account for such items. Written notice will be given prior to inspection.

Article 37 - Right to Counsel - Legal Rights Clause

- A. An Officer, who is under criminal investigation, has the right to have a representative of the Association present and also has the right to the presence of an attorney with him or her during any questioning, hearing or interrogation.

- B. An Officer will be notified in writing of any and all departmental non-criminal investigations concerning him or her, at least twenty-four (24) hours in advance of any charges being filed or interrogation of the Officer. The officer shall have a PBA representative present during interrogation in a non-criminal investigation. Notice will contain all pertinent information regarding the complaint and the name of the complaining party.
- C. No officer will be given polygraphic examination.
- D. An Officer who is the subject of a criminal investigation, shall be advised of his or her Constitutional Rights and no Officer will be required or requested to waive his or her Constitutional Rights by means of coercion.
- E. The parties agree that the New York State Civil Service law shall apply to discipline cases.

Article 38 - Savings Clause

- A. If any section, subdivision, sentence, clause, phrase or portion of this Agreement is, for any reason, held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions of this Agreement.

Article 39 - Duration Clause

- A. This Agreement shall be in force and effect from June 23, 2008 to December 31, 2010, and shall continue in effect from year to year unless either party gives notice of its intention to terminate or modify the same seventy-five (75) days prior to the expiration date thereof or any subsequent anniversary date. This Collective Bargaining Agreement shall remain in full force and effect during any period of negotiation subsequent to the expiration as provided for herein above. However, the salary increases will be retroactive to January 1, 2008 for employees who are employed by the County as of the date of the signing of this Collective Bargaining Agreement.

Article 40 - Association Business

- A. The Employer is to provide space at Salem Office and the Municipal Center in Fort Edward for the Washington County Deputy Sheriffs' Association PBA to post notices and information concerning association business.
- B. The Employer, upon request will supply space within the building for the Association to hold meetings of the Association.

Article 41 - Agreement

- 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 HERETOFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Article 42 - Grievance Procedure

A. Grievance Procedure/Arbitration

Grievance Definition - A grievance is an alleged violation of this agreement. Grievances will be processed pursuant to the following paragraphs.

Grievance Form - Grievances will be presented on a proper form provided by the County. (Appendix B). Grievances shall be dated, indicate the contract provision allegedly violated, and be signed by the grievant(s).

Group Grievance - A grievance involving the same basic allegation by more than one (1) employee or a grievance by the Union may be presented by the Union directly at step 1 of the grievance procedure.

Informal Discussion - An aggrieved employee must first attempt to resolve the grievance with the employee's supervisor, notifying the supervisor that the discussion constitutes the informal step of the grievance procedure. The immediate supervisor must be a management employee outside the bargaining unit. The local department steward may be present upon the request of the employee.

Formal Grievance Procedure - A grievance must be filed at step 1 of the procedure through use of the grievance form within the (10) workdays of its occurrence or within ten (10) workday of the date on which the employee knew or could be expected to know of its occurrence. If no such notice is served in the time specified, the grievance will be barred.

1. Step 1. - Sheriff: Formal grievances will be filed with the Sheriff within ten (10) workdays of receipt of the grievance. The Sheriff or designee will hold a hearing at which the grievant and/or the department steward will discuss the complaint. Within ten (10) workdays after the hearing, the Sheriff or designee shall render a written decision to the grievant(s) and the Union.
2. Step 2 - Board of Supervisors: If the answer in step 1 is unsatisfactory, the Union may submit the grievance within ten (10) workdays to step 2 by serving written notice to the Chairman of the Board of Supervisors. A committee of the Board shall hold a hearing within ten (10) workdays of receipt of the written notice at which the grievant and/or the Union's general representative will discuss the complaint. A written decision will be rendered to the Union within ten (10) workdays after the hearing.
3. Step 3 - Arbitration: Within ten (10) workdays of receipt of the written decision in step 2, the Union may process contract grievances to arbitration under the rules of procedure of the Public Employment Relations Board.

Article 43 - Layoffs and Promotions

- A. Civil Service Laws and Rules shall govern layoffs and promotion.

Article 44 - Credit Union

- A. The County shall grant bargaining unit members payroll deductions for the TCT Credit Union

Article 45 - Drug Testing

- A. The parties agree to establish a mutually agreeable drug testing procedure through Labor-Management Committee discussions.

Article 46 - Joint Labor-Management Committee

- A. The parties agree to establish a joint Labor-Management Committee consisting of three management representatives and three members of the bargaining unit. The Committee shall discuss issues of mutual concern but shall not conduct any labor contract negotiations. The Committee will meet upon written request of either party. The party requesting the meeting shall submit to the other party a proposed agenda in writing. Meetings will normally be held every other month unless neither side requests a meeting. Emergency meetings may be held at any time.

The meetings shall normally be held between 2:00 P.M. and 4:00 P.M. Committee members shall suffer no loss in pay for attending the Labor-Management Committee meetings.

Article 47 - Training School Attendance

- A. Employees who are required or authorized by the Sheriff to receive training at a school outside Washington County shall receive their regular rate of straight time pay for time spent in attendance at the school plus straight time pay for vehicle travel time to and from the school. If the training extends beyond the regular work day eight (8) hours and/or work week forty (40) hours, employees will be paid at time and one-half (1 ½) for time spent in attendance at the school .
- B. Training at schools within Washington County is paid the same as item A except that travel time will not be paid.
- C. Items A and B also apply to full time BMP school except travel time will not be paid.

Article 48- Management Rights

A. Subject to applicable law and except as modified by this Agreement, the Employer has both the legal responsibility and sole right to manage its business and to: (a) hire, assign, transfer, promote, demote, schedule, layoff, recall, discipline and discharge its employees and to direct them in their work and (b) to control all Employer property.

THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS 20th DAY OF July, 2008.

**WASHINGTON COUNTY SHERIFF'S DEPARTMENT
FORT EDWARD, NEW YORK**

BY: Matthew Mabb
PRINT NAME: MATTHEW MABB
TITLE: Undersheriff - Washington County

WASHINGTON COUNTY

BY: Jeanne C. Trinkle
PRINT NAME: Jeanne C. Trinkle
TITLE: Chairman



**WASHINGTON COUNTY DEPUTY SHERIFFS' ASSOCIATION PBA
FORT EDWARD, NEW YORK**

BY: [Signature]
PRINT NAME: SGT. B.D. Reynolds
TITLE: WCDSRA President

APPENDIX A

2008

	Trainee	Base	1 st	2nd	3rd	4th	5th	8th	10th	12th	15th	20th
Deputy	28,500	32,153	34,153	36,153	38,653	40,653	43,123	43,643	44,371		45,099	45,827
Sr. Civil Deputy		33,153	35,153	37,153	39,653	41,653	44,123	44,643	45,371		46,099	46,827
Sergeant				41,653	44,153	46,153	48,623	49,143	49,871		50,599	51,327
Investigator						48,153	50,623	51,143	51,871		52,599	53,327

2009

	Trainee	Base	1 st	2nd	3rd	4th	5th	8th	10th	12th	15th	20th
Deputy	28,500	32,153	34,153	36,153	38,653	40,653	44,982	45,732	46,482	47,232	47,982	48,732
Sr. Civil Deputy		33,153	35,153	37,153	39,653	41,653	45,982	46,732	47,482	48,232	48,982	49,732
Sergeant				42,653	45,153	47,153	51,482	52,232	52,982	53,732	54,482	55,232
Investigator						48,153	52,482	53,232	53,982	54,732	55,482	56,232

2010

	Trainee	Base	1 st	2nd	3rd	4th	5th	8th	10th	12th	15th	20th
Deputy	28,500	32,153	34,153	36,153	38,653	40,653	46,924	47,699	48,474	49,249	50,024	50,799
Sr. Civil Deputy		33,153	35,153	37,153	39,653	41,653	47,924	48,699	49,474	50,249	51,024	51,799
Sergeant				43,653	45,153	48,153	54,424	55,199	55,974	56,749	57,524	58,299
Investigator						48,153	54,424	55,199	55,974	56,749	57,524	58,299

**NOTE: Hourly rates to be based on 2080 working hours every year.
See hourly schedule (APPENDIX A-1 for rates).**

APPENDIX A-1

WASHINGTON COUNTY DEPUTY SHERIFFS' ASSOCIATION PBA - HOURLY RATES

		STEPS					
	TITLE	TRAINEE	BASE	1ST	2ND	3RD	4TH
2008	DEPUTY	13.70	15.46	16.42	17.38	18.58	19.54
	SR CIVIL DEPUTY		15.94	16.90	17.86	19.06	20.03
	SERGEANT				20.03	21.23	22.19
	INVESTIGATOR						23.15

		STEPS					
	TITLE	TRAINEE	BASE	1ST	2ND	3RD	4TH
2009	DEPUTY	13.70	15.46	16.42	17.38	18.58	19.54
	SR CIVIL DEPUTY		15.94	16.90	17.86	19.06	20.03
	SERGEANT				20.51	21.71	22.67
	INVESTIGATOR						23.15

		STEPS					
	TITLE	TRAINEE	BASE	1ST	2ND	3RD	4TH
2010	DEPUTY	13.70	15.46	16.42	17.38	18.58	19.54
	SR CIVIL DEPUTY		15.94	16.90	17.86	19.06	20.03
	SERGEANT				20.99	21.71	23.15
	INVESTIGATOR						23.15

LONGEVITY PER HOUR FOR ALL TITLES

	5 years	8 years	10 years	12 years	15 years	20 years
2008	1.19	0.25	0.35		0.35	0.35
2009	2.08	0.36	0.36	0.36	0.36	0.36
2010	3.02	0.37	0.37	0.37	0.37	0.37

NOTE: Hourly longevity amounts are uniform by year

**APPENDIX B
WASHINGTON COUNTY DEPUTY SHERIFFS' ASSOCIATION PBA
GRIEVANCE FORM**

Grievance Number: _____

Name of Aggrieved Employee: _____

Title of Aggrieved Employee: _____

Date Submitted: _____

Contract Clause Violated: _____

Date of Occurrence: _____

Statement of Facts: _____

Redress Sought: _____

Grievant's Signature: _____

Department Steward's Signature: _____

Action Taken by Employer: _____

Employer's Signature: _____

Step 1

Step 2

Copy to: Grievant _____

Chief Steward _____

Sheriff _____

County Administrator _____

(Use Reverse Side if Necessary and Title Section)

