

***GENESEE COUNTY  
SHERIFF'S EMPLOYEE ASSOCIATION***

***LABOR AGREEMENT WITH***

***THE GENESEE  
COUNTY LEGISLATURE***

***AND***

***THE GENESEE COUNTY SHERIFF***

***January 1, 2016 - December 31, 2019***

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This is an Agreement entered into by and between the County of Genesee and the Genesee County Sheriff, hereinafter jointly referred to as the Employer and the Genesee County Sheriff's Employee Association, hereinafter referred to as the Association.

## **ARTICLE 1: RECOGNITION**

### ***1.1 Employees Covered***

1.1.1 The Employer hereby recognizes the Association as the sole and exclusive representative for the purpose of Collective Bargaining in respect to rate of pay, wages, hours of employment and other terms and conditions of employment, and the administration of grievances for the term of this Agreement for all probationary, provisional and permanent (full-time and part-time) employees of the Employer employed by the Genesee County Sheriff's Department in the following titles: Senior Dispatcher, Dispatcher, **Civil Process Server**, Cook, Correction Officer, Senior Corrections Officer, Communications Coordinator and Dog Control Officer, excluding all others with the exception of those titles as may now or hereafter be determined by either mutual agreement of the parties or the New York State Public Employment Relations Board as being in the Bargaining Unit.

### ***1.2 Pledge Against Discrimination***

1.2.1 No provisions of this Agreement shall be construed by the Employer or the Union inconsistently with any laws prohibiting discrimination on the basis of age, sex, marital status, race, color, creed, national origin, veteran's status, or disability. Any violation of this subsection by the Employer or Union shall be subject to procedures provided by State and Federal Law, but shall not be subject of a grievance or arbitration proceeding under this Agreement.

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

## **ARTICLE 2: UNION SECURITY**

### ***2.1 Aid to Other Labor Organizations***

2.1.1 The Employer will not aid, promote or finance any group or organization which may be contrary to the purposes or objectives of the Association.

### ***2.2 Check-Off of Association Dues***

2.2.1 The Employer understands that the Association has the exclusive right of dues deduction and agrees to deduct such Association membership dues in accordance with the amount certified by the Association from the pay of those employees who have executed a payroll deduction authorization in a form satisfactory to the Employer.

2.2.2 The Association shall indemnify and save the Employer harmless from any and all manner of claims, demands, suits, actions or other forms of liability which may arise against the Employer out of or by reason of the deductions provided for hereunder, the payment of the same to the Association, or any other action taken by the Employer, including any liability relating to previously signed cards which vary from the terms of the following form.

2.2.3 In accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct Association membership dues levied in accordance with the

Constitution and By-Laws of the Association from the pay of each employee who executes and delivers to the Employer an approved application for membership.

2.2.4 Check-Off deductions under all properly executed Authorization for Check-Off of Dues Forms shall become effective at the time the application is signed by the employee and shall be deducted proportionately from each paycheck thereafter.

2.2.5 The aggregate totals of all Association dues deductions shall be remitted separately each payroll period, together with a list of names of those employees from whom such deductions have been made to: The Genesee County Sheriff's Employee Association.

2.2.6 Any changes in the amount of Association dues to be deducted must be certified by the Association in writing and forwarded to the County Treasurer. Implementation of any such change shall be accomplished within thirty (30) days thereafter.

### ***2.3 Association Rights***

2.3.1 The Employer recognizes the right of the Association to have access to the Employer's premises on an exclusive basis and therefore agrees to permit representatives of the Association to enter the premises to discuss Association matters with its employees or other officers of the Association during working hours, provided such meeting does not unduly interfere with the performance of duties, assigned to the employees. Such representative shall provide one day's notice to the Sheriff or designee prior to the scheduled meeting. There shall be a time limit of one-half (½) hour for any such conference.

2.3.2 The Employer recognizes the right of the Association to designate certain employees to act as the Association's local representatives, whose names and Association titles shall be submitted to the Sheriff in writing by the Local Association. Such employees shall be permitted to process grievances during regular working hours for reasonable periods of time without loss of pay. Investigation of a grievance shall not unduly interfere with the performance of duties of the individuals involved.

2.3.3 The Employer recognizes the right of the Association to designate certain of its employees to participate in contract negotiations and therefore agrees to give time off with no loss of pay if the proposed negotiation meeting is scheduled when any one of the designated employees is on duty, provided, however, that there shall be no more than four (4) employees off at any one time. It is further agreed that no more than one (1) employee employed in the same division (Corrections, Communications, Supervisory) shall be granted release time for these purposes. The last-stated restriction shall not apply to the Union President or vice-president. Notice of planned attendance in contract negotiations by such employees shall be given to the Sheriff or the Sheriff's designee, in writing, at least three (3) days before a scheduled meeting.

2.3.4 The Association President and/or designee shall be allowed release time with pay in an aggregate of eighty (80) hours per year without loss of pay or leave benefits for the purpose of discussing wages, working conditions, grievances and disputes with the employer's representatives, to appear at appropriate public hearings before the County Legislature, and to investigate and process grievances, improper labor practices, as well as general contract administrations, in addition to attending functions of the Union, its affiliates, subdivisions or organizations to which it is affiliated. In order to take time off under this provision the Association President shall notify the appropriate Supervisor that he or she or designee shall be taking time off under this provision. Notice of planned attendance by such employees shall be given to the Sheriff or the Sheriff's designee, in writing, at least three (3) days before a scheduled meeting.

Additional days pursuant to this provision may be granted upon request to the Sheriff, and are solely dependent upon the approval of the Sheriff.

2.3.5 The Employer agrees to provide two 3' X 4' bulletin boards for the exclusive use of the Association to post notices and other Association information placed in the Jail and in the Dispatch Center.

### **ARTICLE 3: MANAGEMENT RIGHTS**

3.1 The Association recognizes that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, delegated, granted or modified by this Agreement are and shall remain exclusively those of the Employer.

3.2 Not by way of limitation of the foregoing clause, the Employer retains the right and responsibility, subject always to the terms of this Agreement to (1) hire, discharge, transfer, suspend and discipline employees; (2) to determine the number of employees required to be employed, laid off or discharged; (3) to determine the qualification of employees; (4) to determine the starting and quitting time and the number of hours to be worked by its employees; (5) make any and all reasonable rules and regulations; (6) determine the work assignments of its employees; (7) determine the basis for selection, retention and promotion of employees to or for occupations not within the Bargaining Unit established by this Agreement; (8) determine the type of equipment and the sequence of work processes; (9) determine to make technological alternations by revising either processes or equipment or both; (10) determine work standards and the quality and quantity of work; (11) select and locate facilities; (12) establish, expand, transfer and/or consolidate work and facilities; (13) consolidate, merge or otherwise transfer any or all of its facilities, property, with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; (14) terminate or eliminate any part of its work or facilities.

3.3 The Association agrees, in recognition of Management's rights, not to request the Employer to bargain with respect to the foregoing during the term of this Agreement except as otherwise specifically provided for herein, either as to the basic decision or as to the effect of that decision upon wages, hours and other terms and conditions of employment.

### **ARTICLE 4: NO-STRIKE PLEDGE**

4.1 Pursuant to Section 207 (3) (b) of Article 14 of the New York State Civil Service Law, the Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

### **ARTICLE 5: GRIEVANCE PROCEDURE AND ARBITRATION**

#### ***5.1 General***

5.1.1 It is the intent of this Article to provide an orderly and expeditious procedure for the processing of any grievance that may arise concerning any alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

5.1.2 This procedure shall not apply to disciplinary actions of the Employer or matters which are reviewable under administrative procedures established by law, including the New York State Civil Service Law, or pursuant to rules having the force and effect of Law (that are held to supersede any provisions of this Agreement).



5.1.3 The Association and the Employer can if mutually agreed upon waive or bypass any step in the grievance procedure.

## ***5.2 Matters Relevant to the Grievance Procedure***

5.2.1 Time limits set forth herein for the presentation of grievances in all steps may be waived or extended only by mutual agreement of the parties in writing.

5.2.2 It is understood and agreed that the Genesee County Sheriff's Department is a semi-military organization and that the failure of any employee to obey a lawful order or command, orally or in writing may result in a breakdown of discipline, resulting in serious consequences. Orders will be obeyed and any disagreements arising there from will be processed as grievances later. The failure of an employee to carry out lawful orders or comply with rules and regulations may result in disciplinary action.

5.2.3 An aggrieved employee shall be allowed time off from regular duties as may be necessary and reasonable, without loss of time, pay, or other leave credits, to meet with an Association representative and to process a grievance. The processing of such grievance shall not unduly interfere with the performance of duties of the individual involved.

## ***5.3 Procedural Steps***

5.3.1 The following procedure shall be the only manner by which grievances may be processed:

Step 1: The grievance shall be presented orally by the employee or the Association Steward, or other authorized representative of the Association, to the employee's immediate superior, who shall make every effort to resolve the matter. Such grievance shall be presented within fourteen (14) calendar days of the occurrence giving rise to the grievance, or within ten (10) calendar days such occurrence shall reasonably have been known to the employee or the Association, whichever is later.

Step 2: If the matter is not resolved at the first step within three (3) work days of the presentation of the grievance, or no decision has been forthcoming by that time, the employee or the Association Steward, or other authorized representative of the Association, shall reduce the grievance to writing (on a form provided by the Association), setting forth the relevant facts and requested remedy, sign it and submit it to the next in command. Such grievance must be submitted within five (5) business days of the date of receipt of the first step decision, or the date such decision would have been due. The officer next in command receiving the grievance will attempt to resolve the matter and render a decision in writing to both the employee and the Association within five (5) business days of the receipt of the grievance.

Step 3: If the matter is not resolved at the second step within five (5) work days of the presentation of the grievance, or no decision has been forthcoming by that time, the Association President or designee, may submit the grievance to the Sheriff. Such grievance must be submitted within five (5) business days of the date of receipt of the second step decision or the date such decision would have been due. The Sheriff or designee, shall, within five (5) business days of receipt of the grievance, hold an informal meeting with the Association President or designee, and the employee, if the employee desires to attend. The Sheriff, or designee, shall render a written decision to the Association within five (5) business days of the date that such meeting was held. **Time restrictions may be waived if mutually agreed upon by the Sheriff and the Association.**

Step 4: If the decision of the Sheriff is not satisfactory and the grievance has not been resolved or no decision is forthcoming by the date such decision would have been due, the Association President or designee may submit the grievance to the Genesee County Legislature. Such grievance must be submitted

within five (5) business days of the receipt of the third step decision of the Sheriff or designee, or the date that such decision would have been due. The Genesee County Legislature or its committee shall, within ten (10) business days of receipt of the grievance, hold a formal meeting with the Association. The Genesee County Legislature or its Committee shall render a written decision within five (5) business days of the date such meeting was held.

Step 5: If the decision rendered by the County Legislature, or its Committee, is not satisfactory and the grievance has not been resolved, or no decision is forthcoming by the date such decision would have been due, the Association, not later than fifteen (15) calendar days following the decision of the County Legislature, or its Committee, or the date such decision would have been due, may submit the grievance to arbitration.

5.3.2 The Association shall notify the Sheriff and Human Resources Director that the grievance is being submitted to arbitration. Representatives of the parties shall confer in an effort to mutually agree upon an arbitrator. If agreement cannot be reached, a Demand for Arbitration shall be made to the New York State Public Employment Relations Board on a form provided for such requests by the Association, a copy of which shall be furnished to the Genesee County Human Resources Director. The arbitrator shall be chosen from a panel of seven persons provided by PERB. Either party shall have the right to reject one such panel within ten (10) calendar days of receipt thereof, upon notice within that time to the other party. Failing such notice, or upon receipt of the alternative panel(s) the parties shall, within ten (10) calendar days, select an arbitrator from such panel by alternately striking one name until one name remains and such person shall be designated the arbitrator for the grievance in question.

5.3.3 The arbitrator, upon hearing all testimony and evidence, shall be requested to issue a decision within thirty (30) calendar days of the date of hearing. The arbitrator shall have no power to add to, subtract from, or modify any provisions of this Agreement in making an award, and such award shall only consider occurrences within fourteen (14) days prior to the date on which the grievance is presented under Step 1, except in those instances that the employee was not aware of the circumstances until the filing of the grievance, in which case the arbitrator shall consider the occurrences from the date of the incident that gave rise to the grievance. The decision of the arbitrator shall be final and binding upon both parties.

5.3.4 The fees and expenses of the arbitrator and the New York State Public Employment Relations Board, if any, shall be shared equally by the Employer and the Association.

## **ARTICLE 6: DISCIPLINE**

### ***6.1 Rights and Procedures***

6.1.1 Employees who have satisfactorily completed the probationary period provided in Paragraph 9.1.1 may be removed or otherwise subjected to any disciplinary penalty only for just cause. Such employees shall be disciplined only by the procedures set forth in this Article, which shall apply in lieu of the procedure prescribed by Sections 75 and 76 of the New York State Civil Service Law, which shall not apply to employees covered by this Agreement.

6.1.2 When the Sheriff or designee determines that an employee's misconduct or incompetence warrants disciplinary action, a Written Notice of Discipline will be simultaneously served upon the employee and an appropriate SEA representative. After such employee receives a written Notice of Discipline, the employee shall have the right to seek review of the discipline, including the penalty involved, by submitting a written appeal in accordance with the procedure set forth in this Article. The employee shall be entitled to representation by the SEA at each step of the discipline procedure.

6.1.3 The appeal must be requested within ten (10) calendar days from the date upon which the Notice of Discipline was served upon such employee. Upon receipt of the appeal, the Sheriff or designee shall conduct such a hearing within five (5) calendar days thereafter, and shall render a written decision within five (5) work days of the date such hearing is held.

6.1.4 Right to Appeal: Within fifteen (15) calendar days of the date the written decision was rendered, the employee may file a written appeal requesting arbitration of the matter. The appeal shall be served upon the Sheriff and the County Human Resources Director in person or by certified mail, return receipt requested.

6.1.5 An arbitrator shall be selected in accordance with the procedure listed in Section 5.3.2 of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any provisions of this Agreement in making an award. The decision of the arbitrator shall be final and binding upon both parties.

6.1.6 When an employee is represented by the Association, all fees and expenses of the arbitrator and the Public Employment Relations Board shall be shared equally by the Association and the Employer. When an employee chooses to be represented by private counsel, all fees and expenses of the arbitrator and the Public Employment Relations Board shall be shared equally between the employee and the Employer.

## ***6.2 Matters Relevant to Discipline Procedure***

6.2.1 Nothing contained in this Article shall be construed to preclude a settlement of the disciplinary matter following service of a notification of charges. The terms of the settlement shall be reduced to writing with copies provided to both the employee and the Association, with a copy also placed in the employee's personnel file.

6.2.2 Association representatives, and/or their Counsel shall have the right to be present in any disciplinary hearing and to act as the employee's Counsel.

6.2.3 All disciplinary hearings shall be conducted in private.

6.2.4 No employee shall be required to sign any statement of an admission of guilt to be used in a disciplinary proceeding without having Association representation.

6.2.5 The local Association President or designee, as well as the charged employee, shall suffer no loss of time or pay or be required to charge their accrued leave credits for time during their regular work hours spent attending disciplinary hearings or directly and necessarily spent in preparing for the disciplinary action.

## **ARTICLE 7: EMPLOYEE ALCOHOL AND DRUG TESTING**

### ***7.1 Statement of Policy.***

7.1.1 It is the policy of Genesee County that the public has the absolute right to expect persons employed by the County Sheriff's Department to be free from the effects of drugs and alcohol. The County, as the Employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Sheriff's Department.

## **7.2 Prohibitions.**

7.2.1 Employees shall be prohibited from:

- a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any County premises or job sites, including County buildings, properties, vehicles and the employees personal vehicle while engaged in County business;
- b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty;
- c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.

## **7.3 Drug and Alcohol Testing Permitted.**

Where the County has reasonable suspicion to believe that:

- a) an employee is being affected by the use of alcohol; or
- b) has abused prescribed drugs; or
- c) has used illegal drugs, the Sheriff or designee shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The foregoing shall not limit the right of the County to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire.

### **7.3.1 Random Drug Testing**

7.3.1a Random Testing. The employer may periodically conduct testing which will involve the random selection of employees for drug testing.

7.3.1b Substances. Employees may be tested for cocaine, marijuana, opiates, amphetamines, phencyclidine and steroids.

7.3.1c Post Accident. If an on-duty employee has an accident while operating a motorized vehicle or motorized equipment which causes an injury or property damage, the employer may send the employee for drug testing.

7.3.1d Follow Up. If an employee returns to work after a positive substance test, follow up testing may be performed in accordance with a schedule established by a Substance Abuse Professional.

7.3.1e Testing Procedures. The following testing procedures shall be followed:

1. Notice of Requirement to Submit to Testing. The employer will instruct the employee to report for testing, and the employer will provide transportation to the testing location. Employees will not be called in for random testing during non-working hours of the employee. This does not preclude reasonable suspicion or post accident testing of an employee when not on duty.
2. Employee Submits to Testing. The employee will submit to testing as required by the employer. Employees who are sent for testing must complete all necessary forms and releases. An employee who refuses to cooperate with any aspect of testing will be subject to disciplinary action which may include termination of employment.
3. Testing Agent. The testing agent shall be selected by the County but shall not be Genesee County.

4. Employee Discloses Medications. The employee shall disclose his/her medications to the testing agent as directed.

5. Testing. Drug tests will be performed by urinalysis. Split samples will be taken for drug tests. The urinalysis shall be performed by a Department of Health certified laboratory.

6. Results. The testing agent will notify the employer of the results. The employer will notify the employee of the results promptly. In the case of negative test results, the employer will notify the employee, in writing, mailed by first class mail to the employee's last known home address. In the case of positive test results, the employer shall notify the employee, in writing, which shall be either hand delivered to the employee or mailed by certified mail, return receipt requested, to the employee's last known home address. All results will be confidential, and information regarding the results will be disseminated on a need to know basis only. A positive test result will be the detection of a substance.

7. Challenging Test Result. If an employee wishes to challenge a positive drug test result, he/she must request a second analysis within 72 hours of his/her receipt of notice of the positive test result. The second half of the split sample will be analyzed by a different certified laboratory. If the employee is suspended pending the results of the second analysis and the second analysis does not confirm the first, the employee shall be made whole for any pay or benefits lost as a result of the suspension.

8. Cost of Test. The cost of all testing shall be paid by the employer.

9. Payment of Employee. Employees shall be paid for testing time, including travel time to and from the test or collection site. This time shall be treated as time worked.

7.3.1f Effect of Positive Test Result. The effect of an employee's positive test result shall be as follows:

1. First Offense. After the first positive test, the employee will be referred to a Substance Abuse Professional ("SAP") selected by the employer. The SAP will evaluate the employee and recommend appropriate treatment. If the employee wishes to use a specified treatment professional/facility, he/she must inform the SAP of his/her preference. If the SAP determines that the suggested professional/facility is properly qualified to carry out the recommended treatment, the SAP shall approve the professional/facility. If the SAP determines that the suggested professional/facility is not properly qualified to carry out the recommended treatment, the SAP shall designate one or more professional(s)/facility(s) that the employee may use.

Any professional/facility which is approved for treatment must (1): provide recommended treatment, and (2): make regular reports to the SAP regarding the employee's compliance with the treatment program and his/her progress. If the professional/facility fails to do either or both of these things, the SAP may require the employee to seek treatment from another source. The employee must follow the treatment recommendations of the SAP. Otherwise, the employee may be discharged by the employer. If the employee complies with these requirements and is fit to return to work within one year from the date of the positive test, then the employee may return to duty, subject to any follow up testing requirements established by the SAP after consultation with the treatment professional. An employee may use leave accruals to receive pay while seeking treatment. Otherwise, this period of time will be a leave without pay.

2. Other Offense. For subsequent offenses, the employer may discharge the employee immediately.

7.3.1g Notice to Employees. The employer shall post a copy of the testing policy and procedure in the Department.

#### **7.4 Procedures.**

7.4.1 A Supervisor who feels that reasonable suspicion warrants immediate alcohol or drug testing, shall notify, and receive authorization to proceed, from the Sheriff, Undersheriff, or Chief Deputy.

if any drug/alcohol is found in the possession of the employee, it shall be confiscated and secured as evidence in the Evidence Room.

b) Upon receiving the authorization, the supervisor shall:

1. Notify the employee of the test requirement, and proceed with the test.
2. Immediately inform a Union representative. If the Union Representative cannot respond within a reasonable amount of time, the test will commence.
3. Direct the employee to an appropriate testing area within the Sheriff's Department or medical facility where appropriate steps shall be taken to insure privacy while the procedure is completed.
4. Instruct the employee of the proper procedure for the test.
5. Record results of any tests performed within the department per departmental procedures, and/or secure the evidence and insure delivery to the testing laboratory as soon as possible.

#### **7.5 Order to Submit to Testing.**

Within forty-eight (48) hours of the time the employee is ordered to testing authorized by this Agreement, the County shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

#### **7.6 Test to be Conducted. (Drugs)**

In conducting drug testing authorized by this Agreement, the County shall:

- a) Use only a clinical laboratory or hospital facility which is certified by the State of New York to perform drug testing.
- b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- c) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- d) Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is a reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
- e) Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GS/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

- f) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense, provided the employee notifies the County within seventy-two (72) hours of receiving the results of the test.
- g) Require that the laboratory or hospital facility report to the County that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the County inconsistent with the understandings expressed therein (e.g., billings for testing that reveal the nature or number of tests administered), the County will not use such information in any manner or form adverse to the employee's interest.
- h) Provide each employee tested, and, with the employee's approval, the Genesee County Sheriff's Employee Association, a copy of all information and reports generated and/or received by the County in connection with the testing and the results.
- i) Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

#### ***7.7 Test to be Conducted. (Alcohol)***

In conducting the alcohol testing authorized by this Agreement, the County shall:

- a) Conduct a breath test in accordance with Genesee County Sheriff's Departmental Procedures.
- b) Require that for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration over .000 based upon grams of alcohol per 100 milliliters of blood shall be considered positive.
- c) Provide the employee tested with an opportunity to have a blood sample taken and tested by a local hospital facility of the employee's own choosing, and at the employee's own expense provided the employee notifies the County of the results within seventy-two hours of receiving the results of the test.
- d) Provide each employee tested, and, with the employee's approval, the Genesee County Sheriff's Employee Association, a copy of all information and reports generated and/or received by the County in connection with the testing and the results.
- e) Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

#### ***7.8 Right to Contest.***

If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Union and/or the employee with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the Union and/or the employee with or without the Union, shall have the right to contest any testing permitted by this Agreement in the disciplinary proceeding. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

### ***7.9 Voluntary Request for Assistance.***

The County shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the County may require reassignment of the employee with pay if he/she is unfit for duty in the current assignment. The forgoing is conditioned upon:

- a) The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b) The employee discontinues his/her use of illegal drugs or abuse of alcohol;
- c) The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- d) The employee agrees to submit to random testing during hours of work during the period of "after-care".

### ***7.10 Voluntary Request for Assistance in lieu of Disciplinary Action.***

- a) In the event that a disciplinary action is commenced based solely upon the detection of a drug or alcohol, the employee may defer discipline by submitting to a voluntary treatment program.
- b) In such cases, the Employer shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for a drug or alcohol related problem, providing the employee meets all the following conditions:
  1. Is a first time offender.
  2. Agrees to participate in the necessary treatment as determined by the physician(s) or other professionals involved in determining the course of treatment, and agrees to allow the persons providing the care to confirm his/her attendance at treatments.
  3. Discontinues his/her use of alcohol, illegal drugs, or abuse of legally obtained drugs.
  4. Completes the course of treatment prescribed, including any after-care treatment deemed necessary by the physician or other professionals involved in determining the course of treatment.
  5. Agrees to submit to random drug and alcohol testing during hours of work during the period of treatment and "after-care", or for a period of twelve (12) months from the date of the commencement of the disciplinary action, whichever is longer.
- c) Employees who fail to act in accordance with the above provisions shall be subject to immediate suspension without pay pending disposition of the previously filed disciplinary charges.
- d) The Employer shall retain the employee on active status, with full pay and benefits, through the period of rehabilitation.
- e) This Article shall not be construed as an obligation on the part of the County to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of drugs or alcohol prevents such individual from performing his/her duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his/her option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.



### ***7.11 Confidentiality.***

The Employer shall be permitted to confirm that employees are attending prescribed treatments. Further the Employer shall be notified when the employee successfully completes the prescribed treatment program. The Employer shall not request or receive any other information related to treatments from the Employee, the provider or the treatments, or any other parties with knowledge of treatments.

## **ARTICLE 8: SENIORITY**

### ***8.1 Definition***

As used in Article 8, "Seniority" shall apply to accrual and usage of leave credits and fringe benefits, but shall not apply to layoff, bumping and recall rights. These rights are covered in Section 13.6 of the Agreement.

8.1.1 "Seniority" means an employee's total length of continuous employment as an employee of the Genesee County Sheriff's Department since the employee's last date of hire. Shift selection, vacation selection and overtime selection shall be made by seniority.

### ***8.2 Seniority Lists***

8.2.1 The Employer agrees to post and furnish the Association with an up-to-date seniority list showing the continuous service of each permanent employee once every six (6) months. The seniority list will show the names of such employees, their job classification and their last date of hire in accordance with Section 8.3 of the Agreement.

### ***8.3 Breaks in Service***

8.3.1 For the purpose of seniority for leave credits and fringe benefits, all employee's continuous service record shall be broken only by a voluntary resignation, a dismissal that is not reversed through the procedures set forth in this Agreement, failure to return to work when recalled from a layoff, retirement, layoff for one (1) year or the employee's seniority at layoff whichever is less, or absence without leave and without explanation for a period of ten (10) work days, or failure of an employee to return to his/her position within ten (10) days following expiration of a leave of absence, or extension of such leave, without an explanation thereof within such ten (10) day period.

8.3.2 An employee's seniority will continue to accrue during any period of absence brought about as a result of a service-incurred disability or any other paid approved leave of absence, except as may otherwise be limited elsewhere in this Agreement.

## **ARTICLE 9: PROBATIONARY EMPLOYEES**

### ***9.1 Probationary Period***

9.1.1 The probationary period for every new employee who is hired to fill a position on a permanent basis shall be not less than eight (8) nor more than fifty-two (52) weeks. EXCEPTION: The probationary period for the titles of Dog Control Officer, **Civil Process Server**, and Cook shall be not less than eight (8) nor more than twenty-six (26) weeks. An appointment shall become permanent upon the retention of the probationer after completion of the maximum period of service, or upon earlier written notice following completion of the minimum period of service that the probationary term is successfully completed. An employee who has successfully completed the probationary period shall be entered on the seniority list retroactive to the initial date of hire.

9.1.2 There shall be a probationary period for every employee who is appointed, promoted, or assigned, to the vacancies or new positions within the Bargaining Unit. This probationary period shall be for a minimum of eight (8) weeks, or a maximum of twenty-six (26) weeks. During the minimum probationary period, the employee may not be removed from his or her position except for incompetence or misconduct. Each employee shall serve the maximum probationary period as indicated above, unless he or she receives notice from the Sheriff, in writing, that he or she is being given permanent status after having served a shorter probationary period, as permitted by Civil Service Law. An employee serving a probationary period as a result of a promotion or reassignment who fails to successfully complete the probationary period, shall be entitled to return to his/her prior title or function. These probationary conditions shall apply to all promotions or assignments to the titles or functions in the Bargaining Unit. The probationary conditions of this section do not apply to Provisional or Temporary appointments.

Note: The change in the maximum length of the probationary period may occur after the changes in the Genesee County Civil Service Rules and Regulations are approved by the NYS Civil Service Commission.

### ***9.2 Right of Probationary Employees***

9.2.1 All probationary employees are entitled to Medical Benefits as provided through the Genesee County Self Funded Medical Benefits Plan, as provided for in Article 19 upon the acceptance of his/her enrollment form by the Third Party Administrator.

9.2.2 Probationary employees shall be allowed sick days after they have been accrued. They shall be allowed to take Personal Leave in accordance with Section 18.2.4 of the Agreement. Vacation leave shall be earned in accordance with the vacation schedule as long as the employee's date of hire is prior to October 1st.

9.2.3 The Association shall represent probationary employees, for the purpose of Collective Bargaining with respect to the terms and conditions of employment as set forth in Article 1 of this Agreement. The Association may represent probationary employees being disciplined or discharged for Association business.

## **ARTICLE 10: PROVISIONAL EMPLOYEES**

10.1 All provisional employees are entitled to Medical Benefits as provided through the Genesee County Self Funded Medical Benefits Plan as provided for in Article 19 upon the acceptance of his/her enrollment form by the Third Party Administrator.

10.2 All provisional employees shall be allowed sick days after they have been accrued. They shall be allowed to take Personal Leave in accordance with Section 18.2.2 of this Agreement. Vacation Leave shall be earned in accordance with the Vacation Schedule as long as the employee's date of hire is on or prior to October 1.

10.3 A provisional employee hired before July 1 of any year shall be entitled to the next step increment on January 1st of the following year in accordance with the Wage Schedule in effect at that time.

## **ARTICLE 11: PART-TIME EMPLOYEES**

11.1 Part-time employees who are employed regularly more than twenty (20) hours but less than forty (40) hours, shall receive all benefits provided to all full-time employees; however, such benefits shall be

dispensed on a pro-rata basis, with the exception of hospitalization medical coverage, which shall be fully paid.

11.2 Part-time employees who are employed twenty (20) hours or less per week on a regular basis shall not be eligible to receive any benefits provided to full-time employees, with the exception of the right to representation by the Association on matters pertaining to the administration of grievances, discipline and discharge, and the negotiations of wages and other terms and conditions of employment that may be applicable.

## **ARTICLE 12: TEMPORARY EMPLOYEES**

12.1 Temporary employees shall be hired only to supplement the regular work force during emergencies and other periods when additional personnel are required.

12.2 Any employee who is hired on a temporary basis and who is subsequently appointed, with no break in service, to a permanent position shall be credited with seniority, for the purpose of leave credit usage and accrual from the original date of hire as a continuous temporary employee.

12.3 Temporary employees shall not be employed for a period in excess of eighteen (18) months.

12.4 Temporary employees shall be paid at the entry level of the appropriate grade.

12.5 This Article shall not apply to employees of special-funded programs, CD or Auxiliary personnel, or special deputies performing work at fairs, carnivals, walk-a-thons, parades and similar activities.

## **ARTICLE 13: WORK FORCE CHANGES**

### ***13.1 Promotion and Filling of Vacancies***

13.1.1 Whenever promotional opportunities to higher paying jobs, vacancies, or new job openings occur within the Bargaining Unit in competitive classifications designated as such by the local Civil Service Department under authority of the Civil Service Laws of New York State, the selection of candidates shall be made in accordance with the Law from an appropriate Civil Service Eligibility List, except that more specifically:

a) Vacancies in positions in the Competitive Class, other than entry level, shall be filled through appointment from within the Bargaining Unit by candidates whose names appear on an established Promotional List. For the purpose of this section, "an established Promotional List" shall mean an Eligible List established as a result of a Departmental Promotion Examination, that contains the names of at least three eligibles willing to take the appointment.

b) Upon the legal exhaustion of the list of names appearing on a Promotional List and the absence of any other established Civil Service Eligibility List, provisional appointments to fill such competitive positions shall be made from among other employees who have indicated a desire to be considered for those positions in accordance with the procedures set forth below.

13.1.2 When no Civil Service Eligibility List is in existence for a particular competitive title, an employee may be selected to fill such position on a provisional basis. Whenever such job opportunity occurs, a notice shall be posted on the departmental bulletin board for seven (7) calendar days, during such period interested employees shall indicate their desire in writing. Seniority shall be considered a factor in the selection of the employee, provided the employee has the capability to perform the job. Such employee shall undergo a trial period of a minimum of thirty (30) calendar days. If during this period it is

found that such employee is unable to carry out the responsibilities of the position, or the employee voluntarily relinquishes such position, then such employee shall be restored to the former position.

### ***13.2 Shift Schedules***

13.2.1 It is acknowledged that the 24 hour day departmental service is primarily divided into five (5) 8-hour shifts as follows:

A-Line Shift	11 P.M. - 7 A.M.
B-Line Shift	7 A.M. - 3 P.M.
C-Line Shift	3 P.M. - 11 P.M.
D-Line Shift	11 A.M. - 7 P.M.
E-Line Shift	7 P.M. - 3 A.M.

It is further recognized that there exists various modifications of these shifts as particular Departmental demands require.

13.2.2 Shift assignment positions, whether rotating or permanent, will be filled on the basis of seniority after the employees within each Departmental assignment have had an opportunity to bid for permanent shift assignment, following a bid period of seven (7) calendar days. This process is effective the first full payroll in January, and the first full payroll in July.

13.2.3 The present shift schedules for the various Departmental assignments are:

#### **Senior Correction Officers**

Senior Correction Officers work a 5-2 schedule and are assigned to A Line, B Line, C Line, D Line, and Swing Shift. Sr. Correction Officers shall cover the days off of the ~~Deputy Sheriff and/or~~ other Sr. Correction Officers. ~~except for the A Line Senior Correction Officer pass days.~~

#### **Correction Officers**

Correction Officers work a 5-2 schedule and are assigned to A Line, B Line, C Line and D Line with permanent days off.

#### **Emergency Services Dispatchers**

Dispatchers work a 5-2 schedule, and shall be assigned to A Line, B Line, C Line, D Line, and Swing Shift with permanent shifts, and permanent days off. The days off for each shift are as follows:

A Line:	Sat/Sun	* Tues/Wed/Thurs/Fri
B Line:	Sun/Mon	*Tues/Wed/Thurs/Fri/Sat
C Line:	Sat/Sun	*Mon/Tues/Wed/Thurs/Fri
D Line:	Sat/Sun	(11:00 am - 7:00 pm)
Swing	Mon/Tue	(A,C,C,B,B)

\*The employee bidding these days off would have the choice of which two consecutive days off they would like for that bid period.

### **Senior Dispatchers**

Senior Dispatchers are assigned to A line, B-line, C-line, and Swing Shift with permanent days off to cover the days off other Senior Dispatchers.

A-Line Tues/Weds

B-Line Sat/Sun

C-Line Thur/Fri

Swing Sun/Mon

### **Communications Coordinator**

The Communications Coordinator shall be assigned to the B Line, and shall work 5-2 schedule with Saturday and Sunday off.

### **Cook**

The full time Cook shall be assigned to the jail Monday - Friday. The part time Cook shall be assigned to the jail Saturday and Sunday. Flexible scheduling and rotation of shifts may occur based upon departmental needs and employee requests. Flexible scheduling must be authorized by the Sheriff or designee prior to taking place.

### **Dog Control Officer**

The full time Dog Control Officer shall be assigned to B Line with one (or more) having pass days on Friday and Saturday, and the other(s) having pass days on Sunday and Monday. Flexible scheduling occurs to cover the afternoon/evening/weekend hours of the Animal Shelter on an as needed basis.

13.2.4 Shift schedules, either permanent, rotating or other, can be modified except that permanent shift schedules for Correction Officers and Dispatchers may not be eliminated in total. The procedure for modifying shifts is as follows: At least once per year, but no more frequently than each 4 months, the Sheriff may, upon 5 days' written notice to the Association President, call a meeting of the affected employees and the Association President or designee to review shift schedules. Full and free discussion shall be allowed. Modifications, if any, may be implemented if agreed to by the Sheriff and the Association, as soon as practicable.

If the Sheriff and the Association are unable to agree upon modification(s) or change(s), the Sheriff may, with at least 14 days written notice to the Association, implement the modifications deemed necessary, except that such changes shall be made only for good and sufficient reason(s). The reason(s) for the changes shall be specified in the written notification to the Association and shall be subject to the grievance procedure, including arbitration.

Employees not on duty shall not be required to attend such meetings, but shall be paid at their respective rates at straight time for all hours spent at such meetings. Premium pay or call-in provisions shall not apply to these meetings, unless otherwise required by the FLSA.

13.2.5 A vacancy in any departmental assignment shall be filled by an employee selected from those who have made written request to fill such vacancy, and on the basis of seniority following a bid period of three (3) calendar days from the original date of the vacancy posting. A secondary vacancy arising as a result of such a bid shall be filled by the Sheriff or designee on the basis of seniority. Should there be no bid or volunteer for the vacancy, the Sheriff or designee may fill the position by inverse order of seniority.

Where such vacancies occur because of a short term illness, vacation, or short-term Departmental requirement, the Sheriff or designee may temporarily fill such a vacancy from volunteers or by inverse order of seniority. The Sheriff or designee will give the affected employee/s a minimum of twenty-four (24) hours advance notice, whenever possible, before making such schedule change/s.

13.2.6 The practice of substitution described in paragraph 14.3 of this Agreement shall not be permitted between employees on different shifts except for a period not exceeding eight (8) weeks.

13.2.7 Part-time employees' schedules shall be posted a minimum of seven days in advance. Nothing contained herein shall prevent a part-time employee from voluntarily accepting an additional shift with fewer than seven days' notice.

### ***13.3 Transfers***

13.3.1 The Sheriff shall have the right to transfer employees between work assignments, but shall not make such transfers arbitrarily and capriciously.

13.3.2 Employees who desire to transfer to another work assignment within the Sheriff's Department where a vacancy exists in their classification must submit a written request for such transfer to the Sheriff.

13.3.3 Such transfers, in the event of a vacancy, will be based upon seniority, in the event that the number of requests exceeds the number of vacancies, provided the employees are able to perform the job.

### ***13.4 Out-of-Title Work***

13.4.1 Whenever it becomes necessary, because of temporary vacancies created by reason of illness, vacation or leaves of absence, the Employer may temporarily fill positions with employees from other classifications, for periods not to exceed thirty (30) consecutive days and with no change in pay. Any employee assigned to fill such temporary opening for more than thirty (30) consecutive days shall be paid the salary or wage rate established for the position being temporarily filled, or his/her own rate of pay, whichever is higher, for all time worked after the initial thirty (30) day period.

### ***13.6 Lay-Off and Recall***

13.6.1 It is understood and agreed that in the event the Employer plans to lay off employees in this Bargaining Unit for any reason, the Employer will notify the Association in writing of its plans at least one (1) month prior to the date that such action is proposed to commence. Upon notification to the Association of such impending plans, a meeting shall be arranged between the parties within five (5) calendar days of such notification to review the anticipated layoff.

13.6.2 Any employee to be laid off will receive no less than fourteen (14) calendar days' notice, such notice to be delivered by hand. The Employer shall forward to the local Association a list of all employees being laid off on the same date that the notices are issued to the employees.

13.6.3 When an occupied position in the competitive class is to be abolished due to a reduction in the work force, suspension shall be made from among the permanent employees in that title in the inverse order of their total continuous service in the classified service.

a) An employee so displaced shall have the right to exercise seniority rights by displacing another employee serving in a lower classification or title in direct line of promotion, providing the employee has greater seniority than the employee being displaced.

b) An employee thus displaced from a position or title to which there is no direct line of promotion may, exercise seniority rights by displacing the employee with the least retention right who is serving in a position in the title in which the displacing incumbent last served on a permanent basis prior to service in the title from which he/she is currently suspended or displaced.

13.6.4 The names of employees who are involved in a layoff shall be placed on a recall list, first, for filling vacancies in the department in the same or similar position; second, in any position in a lower grade in line of promotion; and third, in any comparable position. Names of persons shall be certified from such list in accordance with their seniority in the classified service, those with the greatest seniority being certified first.

13.6.5 Written notice of recall rights to available vacancies shall be sent by registered or certified mail to the last address of the employee as entered in the files of the Employer. The Association shall be simultaneously be furnished with a copy of this notice.

13.6.6 Any person who fails to report to work within ten (10) calendar days from the date of mailing of notice of recall shall be considered a quit. It is understood that no new employees will be hired until all employees on layoff have been recalled, in accordance with the procedures of this Agreement.

## **ARTICLE 14: WORK HOURS AND OVERTIME**

### ***14.1 Work Day***

14.1.1 The regular work shift for all employees shall consist of eight (8) consecutive hours within a twenty-four (24) hour period commencing from the employee's regular starting time, excluding briefing, which shall include also a thirty (30) minute lunch period.

14.1.2 All employees, with the exception of Cook are required to assemble for briefing fifteen (15) minutes prior to the beginning of their regular shifts. This time is not to be considered as part of their regular shift and will be paid at their regular straight time rate of pay **unless otherwise required by the FLSA**. When an employee is required to work overtime, and there is a scheduled briefing at the beginning of the employee's report time, he/she shall report for the briefing fifteen (15) minutes before the hour, and shall receive briefing time pay at his/her straight time rate of pay. When an employee is required to work overtime, and the employee's report time is sometime during a scheduled shift, and there is no scheduled briefing, he/she will not receive briefing time pay. An employee required to work overtime for the second half of a shift is not required to report for the shift briefing, and will not receive briefing time pay. Employees on special details are required to report to work on the hour and are not entitled to briefing time pay.

14.1.3 Whenever possible, Dispatchers and Corrections Officers will be allowed 1/2 hour break from their assigned area. During such break periods, the employee must remain inside the Sheriff's Department Building.

### ***14.2 Work Week***

14.2.1 The basic work week for employees shall be forty (40) hours per week. All hours worked up to forty (40) hours excluding briefing time shall be paid at straight-time rate. All hours worked over forty (40) hours in a work week shall be paid at time and one-half (1-1/2). In no event shall overtime be paid unless it is authorized in advance by the Sheriff or designee.

14.2.2 With the exception of those employees whose regular work assignments do not include Saturday or Sunday work, full-time employees' work weeks shall be rotated in accordance with the practice now in effect. For such employees, the regular work week shall consist of five (5) consecutive days on and two (2) consecutive days off and shall commence at the employee's first regularly scheduled work on a regular work shift. It is understood that an employee shall have at least four (4) days off during any pay period as the result of a shift changeover. Work week rotation shall normally occur the first day of the designated pay period. Employees' pass days shall start at the end of their shift on their last work day of a scheduled work week.

14.2.3 The Employer shall not reschedule a work week solely in order to avoid the payment of overtime.

14.2.4 Work schedules showing all employees' work shifts and work days shall be posted at work locations and maintained by the Sheriff on a current basis.

### ***14.3 Substitution***

14.3.1 The practice of substitution where one employee voluntarily works for another shall be permitted, provided that such substitution does not impose additional cost to the Department, is within title only, the supervisor under whose jurisdiction the substitution will occur is notified in advance, and the request is approved by the Sheriff, or designee. Neither the Employer nor the Department shall be held responsible for enforcing any agreement made between employees. With the Department's approval a Supervising Officer may substitute with a subordinate.

Both the employee substituting and the employee originally scheduled to work shall not be ordered for overtime on the following shift, unless already working, and within constraints otherwise specified in this contract. Any refusal for overtime shall bring the employee current on the overtime list, in Accordance with Article 14. Exception: this provision does not apply on the Holidays as listed in Article 17.1.

### ***14.4 Overtime***

14.4.1 Non-Emergency Overtime. It is the understanding that overtime is at the discretion of Management, however, the Sheriff will make every effort to distribute overtime as equally as possible among all employees within the same work activity.

An Overtime List, consisting of the names of those employees indicating a desire for overtime, shall be compiled quarterly on the basis of seniority within each title.

When non-emergency overtime is necessitated within a specified work activity, in either Corrections or Communications, each employee shall be offered the overtime in order of appearance on the Overtime List. In the event the overtime list is exhausted, then the overtime shall be assigned by least seniority in the respective work activity. A record of overtime hours worked by each employee within a particular activity shall be posted quarterly on a bulletin board.

14.4.2 Emergency overtime - In the event of an emergency, the Sheriff may call employees without regard to seniority or other provisions of this Article. "Emergency" shall be defined as an imminent threat of personal injury, property damage or inability to properly staff the jail or to carry out the functions and duties required at the time that additional personnel are needed. The overtime list shall be used to fill the vacancy, but on-duty personnel may fill the vacancy by seniority while awaiting arrival of an off-duty member called in for overtime.



The following procedure for filling Non-emergency Overtime shall be utilized:

1. Non-emergency overtime will be filled in four (4) hour segments in order of occurrence on the Overtime list.
2. The Overtime List need not be used when filling vacancies occurring within four (4) hours of notification.
3. Whenever possible, overtime lists will be maintained by Supervisory personnel.
4. Except under extraordinary circumstances, the maximum number of hours an employee is to work shall be twelve (12) consecutive hours, followed by at least eight (8) hours off. Employees may voluntarily work in excess of these requirements. Notwithstanding the above, an employee shall not work in excess of 16 hours in the 24 hour period following the start of that employee's regular shift.
5. Employees may not be required to work more than a total of eight (8) hours overtime during their scheduled pass days, but may work more than eight (8) hours overtime in this situation on a voluntary basis, or in an emergency situation

14.4.3 Overtime shall begin fifteen (15) minutes after the end of a regular scheduled shift and shall be computed in increments of one-half (1/2) hour.

14.4.4 Overtime may be credited as compensatory time at the rate of 1-1/2 times the hours worked, at the request of the employee and with the approval of the Sheriff. It is understood that the Sheriff reserves the right to authorize the use of accumulated compensatory time by an employee in conformance with the needs of the department.

14.4.5 Time during which an employee is absent from work because of vacation, holidays, personal leave, sick leave, compensatory time off, and call-in time actually worked, shall be considered as time worked for the purpose of computing overtime. Required (but not voluntary) off-duty training shall also be considered time worked for such purpose.

14.4.6 All overtime work shall be paid for no later than the next regular payroll period.

#### ***14.5 Call-In to Duty***

14.5.1 In the event that an employee is called in to duty before a regular scheduled tour of duty, or is called in after completing a tour of duty for that day, the employee shall be entitled to a minimum of four (4) hours of pay for the recall at the appropriate rate of pay, plus overtime if applicable.

#### ***14.6 Compensation for Court Time***

14.6.1 An employee shall be entitled to extra compensation in lieu of overtime for all appearances at hearings and in the Courts, for any time spent outside of a regularly scheduled tour of duty.

The compensation for such appearances shall be a minimum of two (2) hours at the rate of one-and-one-half times the employee's hourly rate. Each hour over and above the two hour minimum shall be compensated at a rate of one-and - one half times the employee's hourly rate.

#### ***14.7 Departmental Training and Conferences***

14.7.1 Employees may be required, with seven (7) days notice to report for the purpose of training or departmental conferences to a maximum of thirty (30) hours per annum. Employees shall be compensated for these call ins for no less than two (2) hours at straight time two hours of attendance or the actual time worked, whichever is greater. Payment shall be at straight time unless otherwise required

by the FLSA. Hours in excess of 30 per annum shall be compensated at time and one-half. Employees attending supervisory conferences shall be compensated at time and one half for the minimum of two (2) hours call in.

#### ***14.8 Assignment of Female Employees***

When a transport or other assignment requires the use of a female employee, preference shall be given to female employees of the Bargaining Unit.

### **ARTICLE 15: CLASSIFICATIONS AND WAGES**

#### ***15.1 Classifications***

15.1.1 Upon request, the Employer shall provide to the Association a complete list of all job titles and job classifications together with their appropriate specifications.

15.1.2 It is recognized that while the classification of positions and the designation of specifications for such positions are governed by the Civil Service Law, the allocation of such positions to appropriate salary grades is the responsibility of the Employer. The Employer agrees that prior to allocating a new position, or a position for which the job duties have been substantially changed, to a salary grade, the Employer shall consult with the Association. The Employer may then assign such classification to a salary grade. In the event the Association feels the salary grade has been improperly assigned, it shall have the right to process the matter as a grievance under this Agreement. An employee entering any one of the positions listed in the salary schedule shall receive the salary allocated to that position in the grade plan and shall thereafter receive the remaining step increments corresponding to the number of years of subsequent service in such position.

#### ***15.2 Wages***

5.2.1 Wage rates shall be as set forth in Exhibit "A" which is attached to and made a part of this Agreement, and which shall reflect the following increases:

Effective January 1, 2016, base wages shall be increased by 1.9%.

Effective January 1, 2017, base wages shall be increased by 2%.

Effective January 1, 2018, base wages shall be increased by 2%.

Effective January 1, 2019, base wages shall be increased by 2%.

15.2.2 An employee hired prior to July 1 of any year shall receive a step increment on the following January. An employee hired on or after July 1 of any year shall not be eligible for a step increment on the following January, but shall be eligible for such increment on the succeeding January, one year hence.

A part time employee hired prior to July 1 of any year shall not be eligible for a step increment on the following January, but shall receive a step increment to Step 2 on the succeeding January, one year hence. A part time employee hired after July 1 of any year shall be eligible for such an increment on the succeeding January, two years hence. Upon ratification of the '95-'97 collective bargaining agreement, those part time employees on the payroll with two years of service pursuant to the above shall be moved to Step 2 at the first full payroll pursuant to the ratification.

15.2.3 Wages, less appropriate deductions, shall be paid every two (2) weeks for the two-week period preceding the week in which payment is made. The day of the week which shall be pay day during a given calendar year shall be designated by the County Treasurer.

**15.3 Promotion, Demotion and Transfer**

15.3.1 An employee promoted to a position in a higher pay grade shall be placed on the step in such grade which provides the rate next above that being received prior to the promotion. At the discretion of the Sheriff, the Employee may be given an additional step.

15.3.2 An employee demoted for incompetence shall be paid at that step in the grade assigned to the lower title which corresponds to his/her years of service in the department.

An employee demoted for misconduct shall be paid at that step in the grade assigned to the title which the Sheriff and/or the Arbitrator determines is an appropriate penalty.

15.3.3 A permanent employee reinstated within one (1) year to a former position or to another position in the same class, shall be paid at the rate within the salary grade which he/she was receiving at the time of layoff or other separation not reflecting discredit upon the employee.

15.3.4 If a permanent employee has accepted a provisional promotional appointment and returns to the original position, he/she shall be placed in the salary step he/she would normally have attained had he/she not accepted the provisional appointment.

15.3.5 The effective date of salary increases and decreases shall be the first day of the pay period following the transaction.

15.3.6 Upon amendment of the salary plan, the following adjustments shall be made:

1) An employee occupying a position in a class allocated to a pay grade which is revised upward, shall be moved from the step he/she is occupying at the time of reallocation to the corresponding step in the new salary grade.

2) A permanent employee occupying a position in a class which has been reallocated downward shall be placed on that step in the new grade which results in the least economic loss for the employee, but shall not result in an economic gain.

**15.4 Longevity Pay**

15.4.1 Longevity payments shall be made at the rate of approximately \$65.00 for each year of service. After five (5) years of service and beginning on the employee's sixth year of service he/she will receive \$393.00. Additionally, each employee will receive an increase in the amount of approximately \$65.00 for each subsequent year of service to a maximum of \$1445 at twenty-two (22) years of service.

Each employee covered under this agreement shall receive a longevity benefit as follows:

Years of Service	Dollar Amount	Cents Per Hour
1-5	None	.00
6	\$393	19
7	\$459	.22
8	\$524	.25
9	\$591	.28
10	\$656	.31
11	\$722	.35
12	\$787	.38
13	\$854	.41
14	\$919	.44

15	\$986	.47
16	\$1050	.50
17	\$1117	.54
18	\$1181	.57
19	\$1249	.60
20	\$1313	.63
21	\$1380	.66
22 and each succeeding year	\$1445	.69

15.4.2 Longevity increments payable on or after the effective date of the Agreement shall be determined on the basis that an employee hired between January 1 and July 1 of any given year shall be credited with a full year's service for that year, provided all other requirements of this Article are met.

15.4.3 Unpaid leaves of absence of greater duration than six (6) months will result in the loss of accrual for that calendar year.

15.4.4 When an employee terminates employment under conditions described in Paragraph 8.3.1 any accrual in longevity pay ceases at that point. Upon re-employment or reinstatement, a new employment date becomes effective.

15.4.5 If a provisional or temporary appointment is immediately followed by permanent employment, that provisional or temporary period will be considered for longevity purposes as though it were time in a permanent capacity.

**15.5 Officer in Charge**

An employee assigned by the Sheriff or designee to work as Officer in Charge (OIC), shall receive additional compensation at the rate of one dollar (\$1.00) per hour for all time worked as OIC.

**15.6 Mandatory Direct Deposit.**

All employees must participate in direct deposit of their entire payroll check.

**ARTICLE 16: VACATIONS**

**16.1 Choice of Vacation Periods**

16.1.1 An employee will be granted the amount of vacation credits accumulated upon completion of the necessary continuous service time set forth in the schedule appearing below, except that if circumstances make it necessary for the Sheriff to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given first choice of vacation periods in the event of a conflict.

16.1.2 Vacation schedules shall be posted by the first (1) day of October of each year so that employees may make their vacation selections by no later than the first (1) of November of that year. The resulting vacation schedule shall be posted by Management not later than December thirty-first (31). Employees may split their vacation periods into the following segments:

- a) Except in exceptional circumstances, a maximum of two (2) weeks, ten (10) vacation days, may be scheduled during the months of June, July, and August. Vacation days during this time shall be approved and taken in five or ten day segments. Less than five (5) day segments during the months of June, July and August may be taken under this provision, only upon approval of the Sheriff or designee.

b) Vacation days during months other than June, July, and August, may also be scheduled in advance. Approval will be granted depending upon the staffing requirements of the Department.

c) For purposes of 16.1.2, vacation time must be used in full day blocks.

16.1.3 Additional vacation, not scheduled per 16.1.2, must be requested seven days in advance. Any exceptions to the seven day lead time will be made solely at the discretion of the Sheriff or designee. Vacation will be approved based upon the date of the receipt of the vacation request. In the event of a conflict, and the Supervisor is unable to determine which employee submitted his/her request first, approval will be based upon seniority. An employee will be allowed to use allotted vacation time in a one hour increment, only upon approval of the Sheriff or designee.

16.1.4 Each employee covered under this contract may carry over a maximum of five unused vacation days from the prior calendar year if he/she is required to work during a previously scheduled vacation time, or he/she is out on extended sick leave, and is actually unable to reschedule vacation within the current fiscal year. The request to carry over vacation under this sub paragraph should be presented, in writing, to the Sheriff not later than December 1. Any vacation leave credits carried over will be forfeited unless used by the end of the first quarter of the subsequent year.

16.1.4a An employee off work on 207-c may carry over a maximum of ten (10) days of unused vacation leave from the prior calendar year only if the employee is out on 207-c for an extended period of time, and the employee is actually unable to reschedule vacation within the current fiscal year. The request to carry over vacation leave under this sub-paragraph should be presented, in writing, to the Sheriff no later than December 1. However, if the injury occurs after December 1, the employee must notify the Sheriff immediately, and no later than midnight December 31. Failure of the employee to notify the Sheriff in a timely fashion will result in the loss of the unused vacation leave. If the employee is unable to use any or all of the carried over days before the end of the calendar year, the remaining days will be cashed out at the employee's current rate of pay up to but not exceeding the maximum number of days carried over. The payment will be made in a separate check after December 1. The unused days may not be carried over into the next calendar year.

16.1.5 Any employee who, because of an emergency situation, is required to work during a scheduled vacation period previously selected, shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay for any part of the scheduled vacation period that he/she would have taken in no less than one (1) day segments. Such employee shall then be permitted to reschedule that portion of the vacation period with full pay to any future period requested, if mutually agreed to by the Employer and the Employee.

## ***16.2 Computation of Time and Pay***

16.2.1 Vacation pay shall be calculated as the employee's regular pay in effect for the position the employee holds at the time the vacation is taken, which shall also include any longevity service pay.

16.2.2 All paid leave, including sick leave, personal leave and other leaves of absence where employees receive full pay, shall be considered as time worked in determining vacation credit entitlement. Leaves of absence without pay shall not be counted for vacation credit purposes. Vacation credit shall be earned during necessary absence for injury covered by Workmen's Compensation payments where such absence is less than six (6) months, but shall not be earned for any portion of such absence where the absence is six (6) months or more.

16.2.3 An employee shall not be eligible to earn vacation credits towards the accrual of vacation for any month in which the employee does not receive compensation from the Employer for at least twenty (20) days. Any loss of leave accruals pursuant to this Article is waived during suspension resulting from a disciplinary action.

**16.3 Vacation Accrual:**

Vacation time accrues as follows:

Years of employment	Days earned Per Month	Maximum Days earned	Maximum days to be taken
1st year of hire	1 day per mo as long as employed on or prior to October 1st	10	None
2nd year	1	10	Number actually earned in previous year
3rd year	1	10	10
4th year	1	10	10
5th year	1	11	10
6th year	1-1/2	15	11
7th year	1-1/2	15	15
8th year	1-1/2	16	15
9th year	1-1/2	17	16
10th year	1-1/2	18	17
11th year	1-2/3	19	18
12th year	1-2/3	20	19
13th year	2	21	20
14th year	2	22	21
15th year	2	22	22
16th year	2	23	22
17-19 year	2	23	23
20th year	2	24	23
21st year	2	25	24
22nd and each succeeding year + 1 day in 12th month	2	25	25

**16.4 Conversion of Time**

16.4.1 An employee who voluntarily leaves County service shall be granted compensation for all unused vacation accruals at the rate of pay the employee is receiving on the date of termination of employment provided such employee informs the immediate Supervisor in writing ten (10) working days prior to the termination date.

An employee who fails to give the (10) working days notice of termination shall forfeit the cash equivalent of one day's vacation pay for each day that the notice falls short of the 10-day requirement. This provision may be waived at the discretion of the Sheriff.

In the case of the death of an employee, the employee's estate will receive full payment of all such deceased employee's unused vacation credits.

**ARTICLE 17: HOLIDAYS**

**17.1 Holiday Pay**

17.1.1 Consistent with the policy of the County to provide twelve (12) paid holidays, each employee covered by this Agreement shall be entitled to ninety six (96) hours of extra compensation, at their rate of pay, in lieu of holidays. In the event that an employee elects to take compensatory time off, the amount of time taken off shall be deducted. Payment for holiday pay shall be made in the first two (2) weeks in the month of December for the calendar year, upon certification by the Sheriff to that effect. All holidays are available for use as floating holidays in an employee’s second full year of employment; six (6) holidays available January 1 – June 30, and six (6) holidays available July 1 – December 31. In an employee’s first year of employment, holidays will accrue at the beginning of each month of employment as follows:

January	2 days	September	1 day
February	2 days	October	1 day
May	1 day	November	2 days
July	1 day	December	2 days

17.1.2 The paid-for holidays are as follows:

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday (2)
Labor Day	

**ARTICLE 18: PAID LEAVES OF ABSENCE**

**18.1 Sick Leave**

18.1.1 Each full-time permanent employee shall earn one and one fourth (1-1/4) days of paid sick leave for each month of employment, which may be accumulated to the maximum of two hundred and fifty (250) days.

Each full-time permanent employee hired after 7/1/09 shall earn one day of paid sick leave for each month of employment, which may be accumulated to the maximum of two hundred and fifty (250) days.

18.1.2 Sick leave may be taken only in the event of sickness which may be defined as illness, bodily injury or quarantine. Except as otherwise provided in this Agreement, the first three (3) days of sick leave taken upon any sickness may be compensated without proof of sickness by a physician's certificate. However, consistent with Article 3 (Management Rights) regarding rules and regulations, the Employer may require the employee's supervisor to confirm authenticity of the illness through home visits, observation and other normal supervisory techniques. In excess of three (3) days of sick leave, a physician's certificate shall be required, and in the case of protracted sickness, such a certificate must be presented at the end of each calendar month of absence. If the Sheriff or designee is dissatisfied with an employee’s attendance record, and if after counseling and written notice the Sheriff or designee continues

to be dissatisfied with such employee's attendance record, the Sheriff or designee may require the employee to present a physician's certificate for any absence. Furthermore, the Sheriff or designee may request a physician's certificate when paid sick leave is taken on any day/s which were previously requested and disapproved or when sick leave is taken on a holiday which the employee is scheduled and required to work.

18.1.3 Paid sick leave, from accrued sick leave credits shall also be granted to any female employee while she is actually disabled from performing her job duties as the result of pregnancy and child birth.

18.1.4 To facilitate work scheduling, an employee must notify the Employer of surgery or any other medical situation that will limit the employee's ability to perform his/her normal duties as far in advance as feasible, except in cases of emergency.

18.1.5 In the event the Employer has reason to believe that an employee is no longer able to continue in his/her regular duties, the Employer may require an examination by a physician selected by the Employer and at its expense. Should a disagreement arise between the Employer's physician and the employee's physician over the fitness of the employee to continue in his/her job duties, a third physician, mutually agreed upon and selected by the two physicians, shall make the final determination. The full cost of the services of the third physician shall be borne equally by the Employer and the employee.

18.1.6 An employee shall not be eligible to earn sick leave credits toward the accrual of sick leave for any month in which he/she does not receive compensation from the Employer for at least twenty (20) days. Any loss of leave accruals pursuant to this Article are waived during suspension resulting from a disciplinary action.

18.1.7 Members of this department who repeatedly take sick time will be subject to request by the Sheriff for explanations and physical examinations by the member's physician or a physician designated by the County. The above provisions do not preclude disciplinary action against a member for incompetence when the Sheriff believes the employee is guilty of excessive use of sick leave.

18.1.8 When on sick leave, employees shall not leave home, or place of confinement of official record, except:

1. For the purpose of reporting to, or visiting, a physician for diagnosis, treatment or to a facility specifically designated by the physician for therapy or other services, connected with the employee's illness/injury.

2. When it is reasonably unnecessary for the employee, when under a physician's direct care, to be so confined, or providing the employee the ability to reasonably exercise and rehabilitate the illness/injury for which he/she is off work. Under such circumstances, the Sheriff or designee shall be notified in writing prior to the period of non-confinement. The Sheriff shall have the option of requesting a statement from the treating physician.

18.1.9 Any employee who must be removed from his/her residence to a hospital, or other place for treatment, if requested, shall provide proof that he/she was removed to such a facility.

18.1.10 Any employee found to have fraudulently requested paid sick leave, or who is paid sick leave as a result of a fraudulent claim shall be subject to disciplinary action.



## ***18.2 Personal Leave***

18.2.1 Each full-time permanent employee shall be entitled to five (5) personal leave days off per calendar year for the transaction of personal business, religious observances, funerals, not included in Article 18.3.1, legal matters, physician or medical appointments or emergencies which cannot be attended to outside of working hours. The employee shall be required to provide the information requested on the Departmental Leave Request Form attached to this Agreement as Exhibit B.

18.2.2 The employee has the option to take the personal leave days in full hour(s) or full day segments. At least forty-eight (48) hours advance notice shall be given of personal leave to the Employer if possible, except that a request to use personal leave in conjunction with consecutive days off shall be made at least seven (7) calendar days in advance and responded to by the Employer at least five (5) days prior to the requested day off. Personal Leave Days not used will be put into the employee's sick leave bank at the end of each contract year.

18.2.3 Personal leave days may be used either the day before or the day succeeding a scheduled vacation for any reasons set forth in Paragraph 18.2.1, but not for the purpose of extending a vacation. For these days, the Sheriff may require evidence that the day is in fact required for the reasons set forth in Paragraph 18.2.1.

18.2.4 During the first calendar year of employment, each full-time permanent employee will accrue personal leave for that calendar year and for the subsequent calendar year only, on the basis of one day's credit for each ten (10) weeks of compensated employment, to a maximum of five (5) personal days credit, subject to the normal requirement for using such leave. In subsequent years, such employee will have five (5) personal leave days credited as of January 1st of each year.

## ***18.3 Funeral Leave***

Each employee covered by this Agreement shall be granted a maximum of three (3) days leave with pay in the event of the death of the employee's parent\*, parent in law, spouse, domestic partner, child\*\*, step-child, grandchild, brother, sister or blood related grandparents. Other than the day used for the actual funeral day, the remaining two (2) days may be taken immediately prior to, or immediately after the day of the funeral. Upon written notification by the employee to the immediate supervisor, one day of funeral leave may be held in reserve to accommodate extenuating circumstances involving the death of above member of the employee's immediate family/household (i.e., delayed internment). In the event of the death of a brother in law, sister in law, or legal guardian, an employee may have one (1) day off with pay on the day of the funeral.

\* Individual who stood "in loco parentis" to an employee when the employee was under the age of eighteen (18) years, and biological parent.

\*\* Includes foster child who resides with the employee at the time of death.

## ***18.4 Military Leave***

18.4.1 An employee shall be granted a leave of absence, with pay, if ordered to military duty for a period not exceeding thirty (30) calendar days in any one year as a member of the organized militia or reserve component.

18.4.2 An employee ordered to Active Military Duty shall be granted a leave of absence, without pay, for a period not to exceed four (4) years. An employee who is granted such a leave of absence shall be entitled to full rights under the New York State Military Law and the United States Military Selective

Service Act of 1967, as amended. An employee who is entitled to reinstatement under either of the above laws shall be permitted to return to his or her position with such seniority, status, pay and vacation level as he or she would have had if not absent for Military Service.

**18.5 Other Leaves of Absence**

18.5.1 All applications for leave of absence by any employee paid from County funds shall be made initially to the Sheriff. The Sheriff may approve such an application subject to approval of the County Manager who shall determine whether or not the same shall be granted, and if granted, shall fix and prescribe the terms and conditions thereof. An employee must be employed by the County of Genesee at least one (1) year before a leave of absence can be granted.

**18.6 Jury Duty**

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

An employee serving as a juror shall not be entitled to overtime pay while serving, but shall be entitled to a maximum of eight (8) hours of his/her straight time rate of pay per day. Any stipend or fee, except mileage and parking, which the employee receives for serving on jury duty shall be turned over to the Employer.

The employee shall cooperate with the Employer in joining in a request for deferral of jury duty whenever, in the Employer’s judgment, such a request is necessary.

**ARTICLE 19: HOSPITALIZATION MEDICAL COVERAGE**

19.1 The Employer agrees to provide single coverage for each single employee and family coverage of each family exclusively through the Genesee County Self Funded Medical Plan, or the agreed upon replacement, for each full-time regular employee within thirty (30) days of hire. The Plan will be managed by a designated Third Party Administrator (TPA).

Notwithstanding the aforementioned paragraph, each employee covered under this contract shall be allowed medical benefits set forth in this Section. Every Employee shall contribute the following to his/her Hospitalization and Medical coverage:

Type of Coverage	Employee Cont. per pay period
Single	\$25.00
Single with Child:	\$30.00
Two Adults:	\$40.00
Family:	\$40.00

Effective on July 1, 2013, every employee shall contribute the following to his/her Hospitalization and Medical coverage:

Type of Coverage	Employee Cont. per pay period
Single:	\$30.00
Single with Child:	\$35.00

Two Adults:	\$45.00
Family:	\$45.00

Employees hired after July 1, 2013 shall contribute 20% of the monthly premium equivalent to their Hospitalization and Medical coverage.

Effective January 1, 2017 employees hired **prior** to July 1, 2013 will pay 11% of the monthly premium for the level of coverage selected by the employee, and the Employer shall pay 89% of the monthly premium.

Effective January 1, 2018 employees hired **prior** to July 1, 2013 will pay 12% of the monthly premium for the level of coverage selected by the employee, and the Employer shall pay 88% of the monthly premium.

Effective January 1, 2019 employees hired **prior** to July 1, 2013 will pay 13% of the monthly premium for the level of coverage selected by the employee, and the Employer shall pay 87% of the monthly premium.

19.2 Medical benefits coverage will be equal to or better than the Blue Cross/Blue Shield Contracts and Riders in effect on December 31, 1989. Medical benefits coverage shall include the Age 23 Rider. The County and the Union will work cooperatively to investigate and implement changes in the plan to achieve cost savings. In the event that these cost savings measures lead to changes in the level of benefits or the dissolution of the County’s Self Insured Plan, contract language related to Medical and Hospitalization Coverage will be negotiated through the Joint Labor-Management Process.

Employees may join the Genesee County Self Funded Plan upon employment, in the case of a qualifying event or during the annual “window” period as defined by the Plan Administrator. This window period will occur during the month(s) of **October, November and/or December** calendar year and become effective January 1 of the next calendar year. In the case of a Qualifying Event proof of the qualifying event must be provided to the Human Resources Office upon enrollment. Enrollment in the Health Plan will begin the first day of the next month or in the case of enrollment during pen Enrollment, the first of the following year.

19.3 Managed Case Services will be performed by a designated provider. These services will include: Mandatory Pre-admission Certification Program with pre-service authorization and a penalty as directed by the Plan; Mandatory Second Surgical Opinion with a penalty as directed by the Plan; Concurrent Utilization Review and Discharge Planning; Case Management Medical, Alcohol, Drug and Psychiatric; Medical Claims Review; Additional Services Include: Outpatient Surgical Procedure Review; Outpatient Psychiatric Review (Limited to proposed “partial hospitalizations” and concurrent review of same); Outpatient Alcohol & Substance Abuse Review (Limited to proposed “partial hospitalizations” and concurrent review of same).

19.4 In the event of a disputed claim, whether it be for a dollar amount paid on claim or the rejection of a claim as a non-covered service, participants covered under the plan have the right to exercise the appeals process as per Department of Labor Regulations. The carrier/administrator of claims for the County

Health Plan must follow, at a minimum, the Federal Department of Labor Regulations or the New York State Department of Labor Regulations, whichever applies. In order to expedite the process, it is suggested that the participant contact the carrier/administrator directly for all appeals. The carrier/administrator will adhere to the Health Insurance Portability and Accountability Act (HIPAA), protecting the privacy of all protected health information during any appeal. The County Human Resources Office, upon request of the participant, may assist in claim resolution. However, in order for the Human Resources Office to do so, patients will be required to sign an Authorization to Disclose Protected Health Information to the Human Resources Director.

19.5 Spousal Buyback. Employees who are eligible to participate in the Genesee County Self Funded Medical Plan, and who also have dual insurance coverage through a spouse's employment other than the County, may participate in the Medical Spousal Buy Back Program, upon submitting sufficient evidence of dual coverage to the Human Resources Office, and upon signing an appropriate release form (Copy in Appendix G). In lieu of participation in the County's Self Funded Medical Plan, the employee will receive an annual cash settlement of two thousand five hundred dollars (\$2500). This cash settlement shall be paid in two equal installments, one during the month of July, and one during the month of December upon certification of the Sheriff to that effect. Any employee wishing to participate in this program, must initiate the process by requesting a release form from the Human Resources Office, completing and returning same to the Human Resources Office. The employee's participation will commence on the first of the month following the receipt and approval by the Human Resources Office.

19.5.1 An employee may join or leave the County Self Funded Medical Plan at any time.

Any employee who leaves the County Self Funded Medical Plan and then rejoins will be considered a "new" member subject to the same limitations and provisions as other new members who enroll in the Medical Benefits plan. (i.e. the eleven (11) month pre-existing condition clause as explained in the Genesee county Medical Benefits Plan Document). An employee leaving the County Self Funded Medical Plan while paying a copay as outlined in 19.1, and who later rejoins the County Self Funded Medical Plan will be required to copay the remainder of years of his/her obligation at the time he/she left the plan. The copay required will be equal to the amount of copay in existence at the time the employee rejoins the plan.

Upon joining the Spousal Buyback Plan, the employee shall be entitled to an in-lieu payment at the next payment date pro-rated to reflect the employee's time in the plan.

Upon leaving the Spousal Buyback Plan, the employee shall be entitled to an in-lieu payment at the next payment date pro-rated to reflect the employee's time in the Plan.

19.5.2 The W-2 issued at the end of the year shall indicate these additional earnings.

19.6 The Union and the Employer agree to commence a joint Labor Management Committee Meeting with other collective bargaining units within the County to review the benefit levels outlined in the medical/dental plan documents, and to formulate changes to same based upon the reallocation of available funds. Any changes in the plan documents will be made after consultation with the Third Party Administrator, and will be incorporated into the Genesee County Self Funded Medical/Dental Plans upon ratification by the SEA Unit members.

19.7 The County agrees to offer an optional level of benefit coverage through the Genesee County Self Funded Medical Plan, called Partnership Plus, to those eligible employees covered by this unit. The choice of whether to participate in the Partnership Plus Plan or the Traditional Plan is strictly voluntary on

the part of the employee. Open enrollment for either the Traditional Plan or the Partnership Plus Plan will be held annually during the month of November.

Effective July 1, 2013, the Health and Wellness Plan shall be the only medical coverage available to bargaining unit members. This plan shall include the Vision Coverage Plan in effect in 2012. Eligibility for participation in the Partnership Plus and Traditional Plan shall terminate as of June 30, 2013.

## **ARTICLE 20: DENTAL INSURANCE**

20.1 Employees will have the opportunity to purchase Dental Coverage at current benefit levels through the County's Third Party Administrator through pre-tax payroll deduction. Dental Benefit Enrollment forms are available in the County's Human Resources Office and the deadline for continuous coverage is December 15, 2001.

The employer agrees to provide single coverage for each single employee and family coverage for each family in accordance with the payment schedule mutually agreed upon the employer and the union. Dental benefits will be provided through the Genesee County Self Funded Dental Plan. The employer shall pay the full cost of such a plan in accordance with the type of coverage (single or family) desired by the employee. The Plan will be managed by a mutually agreed upon Third Party Administrator.

Employees may join the Genesee County Self Funded Dental Plan upon employment, in the case of a qualifying event or during the annual "window" period as defined by the Plan Administrator. This window period will occur during the month(s) of ~~October, November and/or December~~ each calendar year and become effective January 1 of the next calendar year. In the case of a Qualifying Event proof of the qualifying event must be provided to the Human Resources Office upon enrollment. Enrollment in the Health Plan will begin the first day of the next month or in the case of enrollment during pen Enrollment, the first of the following year.

20.2 The Disputed Claims Adjudication Procedure is outlined in Article 19.4 (Hospitalization/Medical Coverage).

20.3 Spousal Buyback. Participants in the Genesee County Self-Funded Dental Plan, wishing to terminate their dental benefit coverage under such plan, upon submitting a written request to the Human Resources Office, will receive an annual cash settlement of one hundred (\$100). This cash settlement shall be paid in two equal installments, one during the month of July, and one during the month of December upon certification of the Sheriff to that effect.

20.3.1 An employee may leave the Genesee County Self-Funded Dental Plan at any time.

Any employee who leaves the Genesee County Self-Funded Dental Plan and rejoins will be considered a "new" member, subject to the same limitations and provisions as other new members who enroll in the Plan.

Upon joining the Dental Spousal Buyback Plan, the employee shall be entitled to an in-lieu payment at the next payment date pro-rated to reflect the employee's time in the Plan.

Upon leaving the Dental Spousal Buyback Plan, the employee shall be entitled to an in-lieu payment at the next payment date prorated to reflect the employee's time in the Plan.

20.3.2 The W-2 issued at the end of the year shall indicate these additional earnings.

## **ARTICLE 21: VISION COVERAGE**

Effective on July 1, 2013, Article 21 shall be deleted, at which time vision coverage will be provided to all covered employees in accordance with Section 19.7 of this Agreement.

Effective January 1, 1999, the County agrees to provide a Twenty-four (24) month Vision Coverage Plan for employees under the following conditions:

The payment of the monthly rate will be provided entirely by the County only if the number of employees participating in the Medical Spousal Buy Back Program numbers five (5) or more. If at any time the number of Medical Spousal Buy Back participants falls below five (5), the Vision Coverage Plan will cease immediately at the end of business on the last day of the month participation falls below five (5). The SEA President will be notified immediately if the Vision Coverage Plan ceases.

Annually, the County will review the number of participants in the Medical Spousal Buy Back Program during the open enrollment period for the Vision Coverage Plan (the month of May) to determine if the Vision Coverage Plan will be offered to employees at the beginning of the next fiscal year. The County will notify the SEA President, and all affected employees annually by June 30th of the status of the Vision Coverage Plan for the next calendar year.

Participation in the vision coverage plan is not automatic. Employees must complete the appropriate enrollment form available at the Human Resources Office.

The initial enrollment date following the ratification of this agreement for benefit year 1999 will be during a time period mutually agreed upon by the County and SEA. This initial enrollment period must occur before the end of 1998.

Employees may join the Genesee County Self Funded Vision Plan upon employment, in the case of a qualifying event or during the annual “window” period as defined by the Plan Administrator. This window period will occur during the month(s) of **October, November and/or December** each calendar year and become effective January 1 of the next calendar year. In the case of a Qualifying Event proof of the qualifying event must be provided to the Human Resources Office upon enrollment. Enrollment in the Health Plan will begin the first day of the next month or in the case of enrollment during pen Enrollment, the first of the following year.

## **ARTICLE 22: WORKERS’ COMPENSATION LEAVE**

### ***22.1 General Municipal Law S207-c Procedure***

#### **22.1a Preamble**

This policy is intended to provide a procedure to regulate both the application for, and the award of, benefits under Section 207-c of the General Municipal Law (hereinafter referred to as “GML 207-c”). This policy is not intended to limit or eliminate any additional requirement or benefits regarding GML 207-C as set forth in the statute or case law.

#### **22.1b Incident Reporting**

1. A member shall notify the on-duty supervisor within 24 hours of any injury or re-injury in the performance of duties, or sickness or illness as a result of the performance of duties, and shall complete an injury and/or accident report within 24 hours of the occurrence of the injury, re-injury or illness or sickness, or within 24 hours of the time the member becomes aware of the injury, re-injury, illness or sickness. In the event of severe physical or mental disability, or death of the member, an individual other

than the member may file and verify the accident report on behalf of the member, including but not limited to a union representative and/or the member's counsel.

2. Application for GML 207-c benefits for a member of the department may be made by the member, the Sheriff or the Sheriff's designee. In the event of severe physical or mental disability, or death of a member, an individual other than the member may file the application on behalf of the member, including but not limited to a union representative and/or member's counsel. The Application shall be filed in the administrative office of the Sheriff and shall be date stamped.

3. The application shall be deemed untimely unless it is received by the Sheriff's Office within 48 hours after the date of the injury or sickness upon which the application is based or within 48 hours after the member discovers, or should have discovered, the injury, re-injury, illness or sickness upon which the application is based. The County shall have the discretion to excuse the failure to file the application within the 48 hour period upon a showing of good cause.

4. The application must be made in writing on a form approved by the parties, and where appropriate, will include a separate statement from the member's treating physician. Upon filing, the member will be given a copy of the application stamped with the date of receipt.

#### 22.1c Medical Reports

The member shall provide written authorization in the form of a medical release (contained in the accident packet) for the County to obtain copies of the member's medical records from the member's treating physician or other health care provider that pertain to the injury or illness in question. The County will provide the member with a copy of the records and reports produced by any physicians or other experts who examine the member on behalf of the County.

#### 22.1d Status Pending Determination of Benefit Eligibility

1. In the event a member asserts an inability to perform duties while their application for GML 207-c benefits is pending, the member shall have the option to use all available leave credits to remain on the payroll until such time as a determination is rendered.

2. If a claim has been made by the member, or on his/her behalf, to the Workers' Compensation Board, alleging a disability compensable under the Workers' Compensation Law, and said claim has been established, or a final determination has been made that the member is disabled pursuant to the Workers' Compensation Law, and the member has exhausted all available leave credits, the member shall have the status of absent from work pursuant to the Workers' Compensation Law, and shall be entitled to payment of any wages awarded through the Workers' Compensation proceedings.

#### 22.1e. County Determination

The County shall render a written decision on the application for GML 207-c benefits as soon as practicable. A copy of the written decision shall be mailed or delivered to the member at the address specified in the application as well as the union president. If the member is represented by counsel the decision shall be forwarded to counsel as well. The member may appeal the decision pursuant to Section 21.1g.

#### 22.1f Reinstatement of Benefits

In the event that a member is found eligible for GML 207-c benefits, all accrued leave credits used pursuant to the application will be restored for the period of time that the member is found eligible for said GML benefits.

#### 22.1g Appeal Procedure for County Determination

In the event that the member is not satisfied with any decision rendered by the County and wishes to appeal said decision, the member shall, within thirty days of receipt of the County's decision, file a written demand to appear. The Appeal shall be filed in the Administrative Office of the Sheriff. Said Appeal shall proceed as set forth in Sections 21.1h, 21.1i, and 21.1j.

#### 22.1h Hearing Panel

The County and the union shall establish a panel of individuals who shall be designated as hearing officers for such appeals. The panel shall consist of not less than three nor more than five individuals. The member filing the appeal and the County shall mutually select a hearing officer from the panel. In the event the parties cannot agree on an officer of the panel, each party will remove 1 name from the list of 3 or 5 names, starting with the County, until one name appears who shall be designated. The parties to the hearing shall be the County and the member involved. The hearing shall be transcribed. All costs billed by the hearing officer and the stenographer shall be borne equally by the County and the member. All other costs, e.g. witnesses, exhibits, etc., shall be borne by the party incurring said cost. A transcript shall be made available to both parties.

#### 22.1i Hearing Procedure

The hearing officer shall have the authority to conduct hearings arising under this GML 207-c procedure. The hearing officer shall have the authority to consider and decide all allegations and defenses made with regard to a GML 207-c claim. In the event of a dispute between the parties as to the nature of the proceeding, the hearing officer shall first decide whether the proceeding presents an issue of a member's initial entitlement to benefits or whether the proceeding presents an issue of termination of current GML 207-c benefits. The burden of proof shall be on the member if the hearing is to determine initial entitlement of benefits. If the hearing presents an issue of termination of benefits, the burden of proof shall be on the County.

#### 22.1j Appeal of Hearing

The decision and award of the hearing officer shall be subject to review only as provided in Article 78 of the Civil Practice Law and Rules.

#### 22.1k County Review and Termination of Benefits

If the County determines that for any reason a member is no longer, or was never entitled, to GML 207-c benefits, the County shall conduct a hearing pursuant to Sections 21.1h and 21.1i prior to termination of benefits.

#### 22.1l Return to Regular Duties

If a member is ordered to report for regular duty based upon medical documentation and said members fails to report, the County shall notify the member of the termination of his/her GML 207-c benefits. The County shall provide the member with the written certification of the date of termination of the benefits and a copy of medical documentation certifying their fitness for duty. The County shall also provide to



the member any reports, written documentation, notes or other communications received by the physician appointed by the County for the purposes of examining the member, concerning said member. Any investigative material or intelligence gathered by the Sheriff or his/her designee, shall not be unreasonably withheld and be provided to the member or union president or union counsel unless said material would jeopardize an ongoing investigation. The County shall make reasonable effort to notify the employee prior to the date of the termination of the benefits. The County shall also notify the union, and if the member is represented by counsel, his/her counsel, of such determination prior to the time in which the member is to return to work. If the member disagrees with the termination of the GML 207-c benefits, he/she may proceed pursuant to Section 22.1g. If the basis for the appeal is that the member disagrees with the County's medical determination, the member must attach a medical report supporting the member's claim of continued disability. The member may utilize leave credits as set forth in Section 22.1m(2).

#### 22.1m Modified Duty

1. If the County orders the member to report for modified duty based upon medical documentation and the member disputes the modified duty determination, he/she must file an appeal pursuant to Section 22.1g. Any such appeal must include the factual basis for the appeal, including a statement from the member's physician indicating that he/she is of the opinion that the employee is *not* medically capable of performing modified duties.
2. The member's benefits shall be terminated as of the date the member was ordered to report for duty and failed to so report. The member may utilize all available leave credits, to remain on the payroll. If the member appeals the order to report for work, and is successful, all leave credits utilized by the member, pending the appeal, shall be reimbursed to the member.

#### 22.1n Right to Representation

A member hereunder shall have a right to a representative of his or her choosing, and at his or her own cost, at any stage of this procedure, and shall be given a reasonable opportunity to consult and obtain a representative and/or counsel.

#### 22.1o Continuation of Benefits

Once a member has been determined to be eligible to receive GML 207-c benefits, the benefits shall continue pending a final determination of a hearing officer or until the member abandons the process, takes a service retirement, or fails to produce medical documentation of continued disability.

#### 22.1p Effective Date of Procedure

This procedure shall take effect immediately and shall apply to any claim of continued entitlement or use of GML 207-c benefits regardless of date of injury or illness.

#### 22.1q Confidentiality of Medical Records

Any medical records exchanged in this proceeding shall be kept confidential and shall not be disclosed except as expressly permitted or required by law. Medical records concerning GML 207-c benefits will be kept separate and distinct from any other personnel files or records.

#### 22.1r Savings Clause

In the event that any Article or Section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific Article, Section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a

decision invalidating any Article, Section or portion of this procedure, either party shall have the right immediately to re-open negotiations with respect to a substitute for such invalidated Article, Section or portion of this provision.

22.1.1 Correction Officers necessarily absent from duty because of injury or illness as the result of the performance of their duties shall be covered under Section 207-c of the General Municipal Law.

a. The County agrees to comply with Section 207-c of the General Municipal Law in respect to all employees covered under that section.

b. Officers eligible under 207-c shall be entitled to their regular salary or wages as well as payment for the cost of all medical treatment and hospital care necessitated by the Officer's injury or illness.

c. Officers off on 207-c shall earn vacation credits during necessary absence where such absence is less than six (6) months, but shall not earn vacation credits for any portion of such absence where the absence is six (6) months or more.

d. Officers off on 207-c shall earn sick leave credits during necessary absence where such absence is less than six (6) months, but shall not earn sick leave credits for any portion of such absence where the absence is six (6) months or more.

e. Officers off on 207-c shall be entitled to holiday pay, pursuant to Article 17 of the labor agreement.

f. The County agrees to maintain medical and dental coverage for employees off on 207-c pursuant to Article 19.1 of the labor agreement.

g. Officers off on 207-c shall not be entitled to shift differentials, or uniform allowance.

22.1.2 A Cook necessarily absent from duty because of occupational injury or disease as defined in the Worker's Compensation Law (or a Dispatcher injured while assisting departmental personnel in the performance of their duties related to custody or control of prisoners or similar non-departmental persons) who is allowed leave from his or her position for the period of absence necessitated by such injury or disease shall be:

a) First granted compensation leave with pay without charge to leave credits not exceeding cumulatively six months; and

b) Upon exhausting leave pay benefits under (a) above be allowed to draw accrued leave credits;

c) While on Compensation Leave, the employee's Hospitalization and other applicable medical insurance for which he/she is otherwise eligible will be kept in force.

d) Personal leave and sick leave shall not accrue while on Compensation Leave.

e) Vacation leave shall accrue in accordance with Article 16.2.2 of the Agreement.

f) Retirement Service Credit shall be accumulated in accordance with the New York State Employee's Retirement System's directive detailing the Reporting Instructions for Worker's Compensation Benefits.

22.1.3 Such an employee shall not be eligible for compensation leave if:

a) There is good and sufficient reason to believe that the disability resulting from such injury or disease is not job related or is primarily due to some pre-existing medical conditions;

b) There is good and sufficient reason to believe that the employee could report for work on a full-time or part-time basis. The Employer may require an examination of the employee by a physician selected by the Employer and at its expense. Should a disagreement arise between the Employer's physician and the employee's physician over the fitness of the employee to report for work, a third physician, mutually agreed upon and selected by the two physicians, shall make the final determination; provided, however, that where the employee's physician fails to reach agreement with the Employer's physician on a third physician within two (2) weeks of submission to the employee's physician of a list of five (5) recognized specialists in the field of medicine involved, the County Human Resources Director or designated representative and a representative of the Association shall promptly agree upon such third physician;

c) The employee's services would have been terminated or would have ceased under law; or

d) The employee's claim for benefit is controverted by the State Insurance Fund.

22.1.4 An employee allowed leave with pay under Paragraph 22.1.2 (b) may elect to draw accrued leave credits for part or all of the absence from duty before being granted leave without pay under Paragraph 22.1.2 (a) above.

22.1.5 If it is subsequently determined that an employee was not entitled to compensation leave with pay without charge to leave credits for any period for which he/she was granted such leave as provided herein above, the employee shall be required to make reimbursement for such paid leave from current or subsequent accumulations of leave credits at a rate and in a manner determined by the appointing authority.

22.1.6 In the event a third physician is used pursuant to Section 22.1.3 (b) of the Agreement in order to determine whether or not an employee is capable of returning to work and performing the duties of the job involved, the Association will pay one-half the expense of the third physician where the employee fails or refuses to do so within a reasonable period of time, and has left County employment.

## **ARTICLE 23: RETIREMENT-PENSIONS**

### ***23.1 Coverage***

23.1.1 In the event that new legislation is passed pertaining to an enhanced twenty (20) year retirement for Local Corrections Officer or twenty five (25) year retirement option for dispatchers, the GCSEA and County agree to reopen negotiations.

23.1.2 All employees are granted the application of unused sick leave as additional service credits upon retirement up to one hundred and sixty-five (165) days maximum subject to applicable provisions of Section 41(j) of the New York State Retirement and Social Security Law.

23.1.3 Each employee who is a member of the New York State Retirement System is granted the maximum death benefit available under either Section 360(b) or Section 60(b). It is understood that any such benefits are to be paid through the New York State Retirement System, and that Genesee County is assuming no responsibility for any payment in connection with such death benefits.

23.1.4 The Employer shall furnish the Association upon request a list of the employees that are enrolled in each of the New York State Retirement Plans referred to above.

23.1.5 The County will provide a Performance of Duty Disability Benefit for Correction Officers by adopting Sections 63-b and 607-c of the Retirement and Social Security Law. The benefit, upon the awarding of a performance of duty disability retirement will be 75% of final average salary.

### ***23.2 Sick Leave Credit for Medical***

Upon the effective date of an employee's retirement from County employment, he/she shall be credited with one hundred (\$100) dollars for each Sick Leave Day on the books in excess of one hundred sixty-five (165) days. The maximum number of days credited with this \$100 shall not exceed eighty-five (85). The maximum amount of dollars credited shall not exceed five thousand (\$5000) dollars. The dollar amount credited to each employee shall be used for the continuance of Medical benefits in one of two ways at the employee's option. The two options are:

1. Continued Medical Benefits at no cost to the retiree. The duration of which not to exceed the value of the Sick Leave Credit for Medical at the time of retirement. In this option, 100% of the monthly rate shall be paid by the County. Any increase in the rate will be borne solely by the County. Any such increase will subsequently decrease the estimated number of months of continued Medical Coverage available to the retiree.
2. Continued Medical Benefits with retiree copay. The duration of which will be extended due to the retiree contribution on a monthly basis, but shall not exceed the value of the Sick Leave for Credit for Medical at the time of retirement. In this option 50% of the monthly rate shall be paid by the County, and 50% of the monthly rate shall be paid by the retiree. Any increase in the monthly rate will be borne equally by the County and the retiree. Any such increase will subsequently decrease the estimated number of months of continued Medical Coverage available to the retiree.

#### **Guidelines:**

\* Employees must retire directly from County Service, and meet the NYSERS requirements for retirement based upon appropriate tier/plan membership.

\*The determination of how the Sick Leave Credit for Medical is used is solely up to the employee. The designation must be in writing and received by the Human Resources Office no later than two (2) weeks prior to the employee's retirement date.

\*If a retiree, at age 65, or of any age receiving Medicare due to disability, enrolls in any insurance in addition to Medicare (which they are required to take when an employee is retired) his/her benefit duration pursuant to Sick Leave Credit for Medical will be readjusted to reflect the monthly premium for this health plan. Employees taking advantage of the Sick Leave Credit for Medical must provide copies of all correspondence with the NYSERS to the Human Resources Department for verification of filing and retirement dates.

## **ARTICLE 24: DEFENSE AND INDEMNIFICATION**

24.1 The Employer will provide a policy of insurance covering all employees in the bargaining unit for civil actions or proceedings arising out of an alleged act or omission, false arrest or other kind of claim covered by the policy and shall also provide for the defense of the employee in such actions or proceedings. The employee shall provide the County and the Sheriff with a copy of any summons, complaint, process or notice of demand or claim within five (5) days after receiving the same, or becoming aware of such service, and shall cooperate fully with the County or the Sheriff in the defense of such actions or proceedings. The Association has, concurrently with the execution of this Agreement

been furnished a copy of such policy and will be furnished a copy of any further policies obtained by the Employer hereunder.

24.1.1 The County shall be responsible for providing at no cost to the employees, the defense in all cases where a civil suit is brought against such employee alleging false arrest and abuse of power arising out of their actions in the performance of their duties, provided, however, that the County shall not be obligated to provide such defense where it is reasonably established that the suit arises from intentional wrongdoing on the part of the employee. In the event that this contract provision is contested, a Court will be limited to review the County's determination and will not make a determination on the ultimate merits of the civil litigation. The employee shall be entitled to be represented by private counsel, at the County's expense, when a court of competent jurisdiction determines, that a conflict of interest exists. In such case, the employee shall select an attorney to represent him/her. Such attorney shall be paid at the prevailing local legal community rates.

24.2 The County of Genesee in addition to providing the legal defense for employees, as stated above, shall indemnify such employees from any judgment rendered against them as a result of any civil suit arising in the performance of their duties in the scope of their employment provided that the judgment did not result from the intentional wrongdoing of the employee.

24.2.1 The County of Genesee will provide the legal defense for the employees as stated above, and, should a judgment be rendered against the employee in a civil suit arising out of the employee's action in the performance of his/her duties, the County of Genesee shall indemnify the employee provided that the judgment against the employee did not result from the intentional wrongdoing of the employee.

24.3 Any employee involved in an action in which physical force was utilized, or in which the employee discharges a firearm shall file the necessary reports as required by departmental regulations and orders. Any other action of an employee which the employee may reasonably believe may lead to a claim against the employee or the County shall require the employee to file a special report in accordance with the departmental procedures within seventy-two (72) hours of such action.

24.3.1 Should the employee be served with Notice of Claim or with a Summons and Complaint, such Notice of Claim and/or Summons and Complaint must be forwarded by the employee to the Sheriff within five (5) business days of the date of the receipt of such Notice of Claim and/or Summons and Complaint by the employee.

24.3.2 The County shall not be obligated to defend or indemnify any employee who fails to forward such Notice of Claim and/or Summons and Complaint to the Sheriff within the five (5) calendar days of receipt thereof.

24.3.3 Any employee involved in any incident which may be the subject of litigation must cooperate with the County Attorney's Office and the Sheriff's Office in all respects. Such employee must respond promptly to letters, must appear for interviews, hearings and examinations as requested by the County Attorney's Office or its retained counsel.

#### ***24.4 Indemnification-Criminal***

The employer shall pay reasonable and necessary attorney fees at rates prevailing in the local legal community, plus disbursements and litigation expenses incurred by an employee in his or her defense in a criminal proceeding in a State or Federal Court arising out of any alleged act or admission that occurred or allegedly occurred while the employee was exercising or performing or in good faith purporting to

exercise or perform his or her powers or duties. The employee shall be entitled to private counsel of his or her own choice. This duty to pay for defense in a criminal proceeding shall arise only upon the complete acquittal of the employee, the dismissal of all criminal charges against him or her, or a No Bill by a Grand Jury investigating an on duty use of a weapon. Attorney fees, disbursements, and litigation expenses shall be submitted by the attorney within sixty (60) days after the acquittal or dismissal to the County Attorney.

## **ARTICLE 25: DAMAGE TO PROPERTY**

Employees shall not be responsible to the Employer for any damage to property of the Employer in excess of one hundred dollars (\$100) per incident, except that employees shall be responsible for any and all damage inflicted maliciously or intentionally or through gross negligence. No employee shall be liable for any damaged property except after a hearing held by a board composed of the Sheriff or designee, a member of the Executive Board of the Association appointed by the Local President, and a third member by mutual agreement of the parties. Two affirmative votes shall be necessary to find liability. Decisions of this board shall not be reviewable under the grievance procedure. An employee appearing before the board shall have a right to Association representation.

## **ARTICLE 26: SPECIAL EMOLUMENTS**

### ***26.1 Uniform Allowance***

26.1.1 The Employer shall determine the basic uniform requirements and provide or arrange for the same at no cost to the employee. The uniform shall include one pair of black shoes compatible with the traditional Department uniform. Upon excessive wear or damage to any such article, the employee shall turn in such damaged article for replacement. The Employer shall provide an allowance as listed below each year for either replacement or uniform maintenance, subject to proper verification, upon request, either by sales slip or other suitable receipt. If an employee terminates employment, all issued equipment shall be returned to the Sheriff on the employee's last date of active duty.

Upon hire, part time Dispatchers and Animal Control Officers shall be issued one pair of pants and one shirt by the Sheriff or designee.

The clothing allowance for Correction Officers \$500, Dispatchers \$400, Part Time Dispatchers \$150 and Animal Control Officers \$300.

The uniform allowance for employees shall be prorated based on the employee's date of hire.

Example:	Senior Correction Officers	\$41.66/month
	Correction Officers	\$41.66/month
	Senior Dispatchers	\$33.33/month
	Dispatchers	\$33.33/month
	PT Dispatchers	\$12.50/month
	Animal Control Officer	\$25.00/month

Effective January 1, 2018 the clothing allowance for Correction Officers \$600, Dispatchers \$500, Part Time Dispatchers \$250 and Animal Control Officers \$400.

The uniform allowance for employees shall be prorated based on the employee's date of hire.

Example:	Senior Correction Officers	\$50.00/month
	Correction Officers	\$50.00/month

Senior Dispatchers	\$41.66/month
Dispatchers	\$41.66/month
PT Dispatchers	\$20.83/month
Animal Control Officer	\$33.33/month

26.1.3 Any employee who has non-uniform articles of clothing damaged while performing any act in his/her official capacity may apply for and shall receive, in cash or kind, reimbursement for such articles.

**26.2 Mileage**

26.2.1 The mileage allowance for an employee using a personal automobile in the performance of duties required by the County shall be the current fixed mileage rate set by the Federal Internal Revenue Service.

**26.3 Food Allowance**

26.3.1 The County shall reimburse an employee covered by this Agreement for the reasonable cost of normal meals eaten by such employee outside Genesee County, while on County business which required the employee to leave the County.

**26.4 Shift Differentials**

26.4.1 Full-time employees regularly assigned to the "A" and "C" shifts shall receive the amount listed below in addition to the applicable rate provided in the wage schedules attached to this Agreement:

Fifty five cents (\$.55) per hour

**26.5 Tuition Reimbursement**

26.5.1 The County agrees to pay for pre-approved, desired course work that is directly related to work done by an employee, or work which may reasonably be expected to be performed by the employee in the near future. Course relevancy will be determined on a case by case basis by the Sheriff or his/her designee. Reimbursement will be contingent upon the availability of funds and the employee's successful completion of the course(s). Successful completion for an undergraduate course is a letter grade of "C", or above. Successful completion for a graduate course is a letter grade of "B" or above. Vouchers must be submitted in time for payment from funds allocated in the same Fiscal Year the course was taken.

**26.6 Volunteer Service Tuition Program**

26.6.1 It is understood that the SEA and CSEA-General Unit will come to some agreement that will allow CSEA to administer the VSTP for SEA covered employees. This will include the compilation and maintenance of unit member's records and accounts and all aspects of the administration of the VSTP. SEA members must comply with the guidelines established by the CSEA-General Unit LMC.

a. The dependent child(ren) and/or spouse of any unit member will be provided a GCC tuition waiver upon enrollment as a full time student for the semester in which they enroll. (A student must maintain a level of a minimum of twelve (12) semester hours to be considered a full time student). The waiver is limited to the following limitations: The student must apply for PELL and TAP; the waiver will cover the difference between any PELL and TAP awards and the actual cost of the tuition at GCC. Award certificates from PELL and TAP should be submitted to the GCC Financial Office upon receipt. Failure to submit these certificates by November 15 (Fall Semester applicants) and March 15 (Spring Semester applicants) will result in full tuition charges being incurred at that time. The waiver is limited to tuition cost only, the student is responsible for all other fee charges that are set by the College.

- b. Tuition waivers shall be made available to the dependent child(ren) and/or spouse of a unit member in exchange for that unit member providing voluntary community service hours. Community service shall mean volunteer time spent in service to not-for-profit organizations serving the residents of Genesee County. Any anomalous volunteer community service hours will be submitted to the CSEA-General Unit LMC for resolution. Employee volunteer hours earned after January 1, 1995 will be credited upon receipt of verification from the volunteer organization pursuant to the VSTP Guidelines.
- c. For every full semester tuition waiver used the VSTP administrator will deduct 250 community service hours from the participant's total accumulation. In addition, each employee requesting such tuition waiver shall have served 35 community service hours in the same year the waiver is used. The VSTP Administrator will provide proof that sufficient community service hours have been accumulated to meet the conditions of this Section prior to the County approving any tuition waiver submitted by an employee.
- d. An annual accounting will be made to the County of the number of community service hours credited and the number of tuition waivers granted for the dependents of unit members.
- e. The initial tabulation of volunteer hours will include any hours accrued subsequent to the effective date of this agreement. (1.1.95). Any such hours must be received by the VSTP Review Committee no later than December 31, 1996.
- f. Tuition waiver forms may be obtained from the Human Resources Office. Sample VSTP forms are included as Exhibit H.

**26.7 Space Available Program**

An employee covered under this agreement who wishes to matriculate at Genesee Community College may take course work related to their degree program on a space-available basis at no cost to the employee. Sample form included in Agreement under Exhibit E

**26.8 Training Officer**

An employee who normally works in Dispatch or in the Jail, when assigned to train a new employee in either Dispatch or Jail, shall receive one (1) hour of compensatory time or pay at his/her respective straight time rate as follows, and upon the approval of the Sheriff or designee:

Primary Training Officer	One (1) hour per day (including limbo week)
Secondary Training Officer	One (1) hour per day (excluding limbo week)
Training Officer Supervisor	One (1) hour per week per new employee

To receive this credit, the employee assigned as Training Officer, must submit the time to the Training Officer Supervisor at the end of each two week pay period.

**ARTICLE 27: WORK RULES**

27.1 It is understood and agreed that all employees shall comply with any existing work rules or regulations that are not in conflict with the terms of this Agreement, provided they are reasonable, uniformly applied and uniformly enforced. When new rules and regulations are proposed by the Employer, the Association shall be consulted prior to any of the new rules and regulations becoming effective. New rules and regulations shall be posted at least ten (10) calendar days prior to the date of their implementation.



## **ARTICLE 28: PERSONNEL FILES**

**28.1 Derogatory Material.** No derogatory material of any nature which might reflect adversely upon the employee's character or career will be placed in any personnel file without the employee's knowledge. The employee shall be given the opportunity to respond in writing to any such derogatory material and to have the response maintained as part of the personnel file.

**28.2 Unsupported Charges.** If complaints of charges lodged against an employee and maintained in the personnel file are subsequently found to be unsupported, all record thereof shall be removed from the employee's personnel file and maintained in departmental investigative files.

**28.3 Inspection.** An employee may review his/her personnel file upon request. The personnel file cannot be removed from its regular place of maintenance or storage and must be reviewed in the presence of the normal custodian of such files.

## **ARTICLE 29: MISCELLANEOUS**

### **29.1 Outside Employment**

29.1.1 Employees of the Sheriff's Department who desire to maintain employment outside of the Department in addition to their regular employment may do so, provided that such outside employment does not exceed twenty (20) hours per week, and further, that notification is given to such employees' immediate supervisor, indicating the place of such outside employment and the telephone number listed for it, where such employee may be reached. Any outside employment must be approved by the Sheriff, or his/her designee. The Sheriff's, or designee's approval/ disapproval of such outside employment must be given to the employee, in writing, and may be periodically reviewed by the Sheriff, or designee, for the purpose of allowing the continuation or requiring the suspension or termination of such outside employment. The Sheriff, or designee, shall give the employee a fifteen (15) calendar day written notice to suspend or terminate the outside employment, giving cause and reason for such suspension or termination. The Sheriff, or designee, may immediately suspend or terminate any outside employment which adversely effects or brings discredit upon the Department. If the terms or conditions of the approved outside employment change, the employee shall immediately give written notice to the Sheriff, or designee, outlining the changes. If the employee changes the terms and conditions of the outside employment to the satisfaction of the Sheriff, or his/her designee, that was outlined as reason or cause to suspend or terminate the outside employment, then the order to suspend or terminate shall be lifted and the employment shall be allowed to continue. Disapproval of any request for outside employment shall not be arbitrary and/or capricious.

## **ARTICLE 30: STATUTORY REQUIREMENTS**

30.1 PURSUANT TO SECTION 204 (a) OF THE NEW YORK STATE CIVIL SERVICE LAW, 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.

## **ARTICLE 31: SAVINGS CLAUSE**

31.1 If any clause or provision of this Agreement is determined to be illegal, unenforceable, or null and void by any tribunal of competent jurisdiction, such determination shall not affect any other clause or

provision hereof or give any right to either party to negotiate or renegotiate any part or all of the Agreement except by mutual agreement of the parties.

**ARTICLE 32: TERMINATION AND MODIFICATION**

32.1 This Agreement shall be effective, except as otherwise provided, as of January 1st, 2016 and shall continue in full force and effect until December 31, 2019.

32.2 Either party may submit a written request to negotiate a successor agreement.

IN WITNESS WHEREOF, The parties have caused this Agreement to be executed on the 27th day of October, 2016.

FOR GENESEE COUNTY  
SHERIFF'S EMPLOYEE  
ASSOCIATION

FOR THE COUNTY  
OF GENESEE

\_\_\_\_\_  
President

\_\_\_\_\_  
County Manager

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Undersheriff

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Chairman of the Legislature

## EXHIBIT 'A' - WAGE SCHEDULES

EFFECTIVE 1/1/2016 – 1.9%

GRADE	TITLE	1	2	3	4	5
8	Cook	15.34	16.06	16.84	17.56	18.31
8A	Dog Control Officer	15.99	16.70	17.49	18.21	18.96
9	Emergency Services Dispatcher Cook-Manager-Jail Correction Officer	18.04	18.95	19.85	20.78	23.05
11		19.87	20.96	21.99	23.10	24.25
12		18.93	20.62	24.41	25.68	26.97
13	Communication Coordinator Sr. Correction Officer Sr. Emergency Ser. Dispatcher	22.33	23.56	24.81	26.06	27.30

EFFECTIVE 1/1/17 - 2%

GRADE	TITLE	1	2	3	4	5
8	Cook	15.65	16.38	17.18	17.91	18.68
8A	Dog Control Officer	16.31	17.03	17.84	18.57	19.34
9	Emergency Services Dispatcher Cook-Manager-Jail Correction Officer	18.40	19.33	20.25	21.20	23.51
11		20.27	21.38	22.43	23.56	24.74
12		19.31	21.03	24.90	26.19	27.51
13	Communication Coordinator Sr. Correction Officer Sr. Emergency Ser. Dispatcher	22.78	24.03	25.31	26.58	27.85

EFFECTIVE 1/1/18 - 2%

GRADE	TITLE	1	2	3	4	5
8	Cook	15.96	16.71	17.52	18.27	19.05
8A	Dog Control Officer	16.64	17.37	18.20	18.94	19.73
9	Emergency Services Dispatcher Cook-Manager-Jail Correction Officer	18.77	19.72	20.66	21.62	23.98
11		20.68	21.81	22.88	24.03	25.23
12		19.70	21.45	25.40	26.71	28.06
13	Communication Coordinator Sr. Correction Officer Sr. Emergency Ser. Dispatcher	23.24	24.51	25.82	27.11	28.41

EFFECTIVE 1/1/19- 2%

GRADE	TITLE	1	2	3	4	5
8	Cook	16.28	17.04	17.87	18.64	19.43
8A	Dog Control Officer	16.97	17.72	18.56	19.32	20.12
9	Emergency Services Dispatcher Cook-Manager-Jail Correction Officer	19.15	20.11	21.07	22.05	24.46
11		21.09	22.25	23.34	24.51	25.73
12		20.09	21.88	25.91	27.24	28.62
13	Communication Coordinator Sr. Correction Officer Sr. Emergency Ser. Dispatcher	23.70	25.00	26.34	27.65	28.98

