

AGREEMENT

BETWEEN THE

COUNTY OF SCHUYLER

AND THE

SCHUYLER COUNTY ROAD PATROL ASSOCIATION

FOR THE PERIOD

JANUARY 1, 2016 TO DECEMBER 31, 2020

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PREAMBLE

This Agreement is made and entered into as of the 1st day of January 2016, between the County of Schuyler, New York, hereinafter called the "Employer", and the Schuyler County Road Patrol Association, hereinafter called the "Association".

**ARTICLE I
RECOGNITION**

1. Bargaining Unit

The Employer hereby recognizes the Association as the exclusive negotiating agent of the following employees of the Schuyler County Sheriff's Department:

- a) Deputy Sheriff (Full-time and part-time)
- b) Deputy Sheriff Sergeant
- c) Deputy Sheriff Lieutenant
- d) Investigator

2. Obligations of the Association

The Association expressly agrees, as a condition of the recognition contained in this Article, not to discriminate in representation of all of the employees within the unit, whether or not members of the Association. The Association further agrees and affirms as a condition of the recognition hereby granted that it does not assert the right to strike against the Employer, to assist or participate in any such strike, slowdown or other work stoppage, nor to instigate, encourage or condone the same.

**ARTICLE II
ASSOCIATION SECURITY**

1. Dues

a. Employer agrees in the event the Association requests the same by at least 15 days written notice to deduct weekly or bi-weekly from the pay of each employee covered by this Agreement, an amount of money in payment for Life Insurance premiums and/or uniform dues in the Association for those employees who have duly authorized such deductions by the Employer. The Employer agrees to transmit said deductions bi-weekly to the Association.

b. Although it is agreed that Association membership is not a mandatory condition of employment for any employee covered by this Agreement, employees who are Association members shall pay to the Association those dues regularly charged Association members in good standing. Non-members shall pay a service fee in an amount not to exceed the Association dues for the purpose of administering the provision

of this Agreement. Payment shall be transmitted bi-weekly to the Association in the same manner as provided in the preceding paragraph.

c. The Employer agrees to deduct bi-weekly from the pay of each employee covered by this Agreement, an amount of money agreed by employee for the purchase of U.S. Savings Bonds.

d. The Association agrees to hold the Employer harmless from any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

2. Discrimination

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

3. Association Business

The Association shall be represented by its President, or designee, in the adjustment of any and all disputes arising out of the terms and conditions of this Agreement. The Association will notify the Employer and the Schuyler County Sheriff of the representative's designation and authority and any change thereof.

4. Bulletin Boards

The Employer agrees to provide the Association the use of at least one bulletin board in the Sheriff's Department which shall be designated by the Schuyler County Sheriff for the posting of notices by the Association. The Association agrees that no political or controversial material, other than directly related to Association business, shall be posted on such bulletin board and that any item outside the realm of Association business shall not be posted unless approved by an officer of the Association and the Sheriff, County Administrator or Chairman of the Schuyler County Legislature.

5. No Strike

The Association agrees that it will not strike against the Employer, assist or participate in any strike, slowdown or other work stoppage, or instigate, encourage or condone its membership roles in the foregoing.

6. Association Officers

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

7. Labor/Management

Authorized spokespersons for the Employer and Association shall meet at the request of either party, to discuss questions or differences of opinion concerning the administration of this Agreement or other terms and conditions of employment. The request shall be in writing, addressed to the Sheriff and County Administrator or designated representative, or Association President or designated representative, at their respective addresses, and shall contain a statement of the specific subject matter or matters to be reviewed.

The labor/management meeting shall be scheduled by mutual agreement before the time limit to file a grievance may be required, as set forth in Article XVIII - Grievances. The parties may agree to extend the time limits in the event a grievance may be required as contained within the Grievance Procedure, in order to resolve the subject matter as stated in the written request.

Any agreement or understanding reached between the parties shall be reduced to writing and signed by an authorized representative of each party and attached and made a part of this Agreement.

**ARTICLE III
EMPLOYER RIGHTS**

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

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

**ARTICLE IV
WAGES AND SALARIES**

1. Part-Time Employees

- a. Part time employees shall be compensated as follows:
 - i. Part-time employees who have retired as a police officer will be paid at Step 1 of the salary schedule.
 - ii. All other part-time employees shall be paid hourly rates of: \$17.38 in 2016; \$17.73 in 2017; \$18.08 in 2018; \$18.43 in 2019; \$18.78 in 2020.
- b. Employees who work 50% or more of the normal full work week assigned to their respective job titles for ten (10) consecutive work days shall be paid compensation at the entry level rate applicable to full-time employees in equivalent job titles for the duration of the assignment.

2. Salaries for Full-Time Deputies

The base hourly rate for new hires for calendar year 2016 through calendar year 2020 shall be in accordance with Schedule A attached hereto and made a part hereof. Employees shall progress through the schedule consistent with their years of service.

Employees working on a full-time basis in the following titles shall receive hourly stipends for such assignments above and beyond the hourly rate identified for such employee.

<u>Title</u>	<u>Stipend</u>
Sergeant	11% of base hourly rate
Investigator	12% of base hourly rate
Lieutenant	13% of base hourly rate

3. Additional Benefits

- a. The following specified special assignments shall be paid the following additional hourly amounts which shall be in addition to any salary or benefit conferred by provisions of this Agreement:

<u>Assignment</u>	<u>Amount</u>
Navigation Officer (OIC)	2% of base hourly rate
K-9 Officer	4% of base hourly rate

- b. The following specified positions shall receive the following clothing allowances which shall be in addition to any salary or benefit conferred by provisions of this Agreement. This allowance will be paid in accordance with County policy and will constitute no part of the regular salaries of the following positions:

Full-Time Investigator	\$550.00
Part-Time Investigator	\$400.00

**ARTICLE V
HOURS OF WORK AND OVERTIME**

1. Workweek

a. The scheduled work week of all full-time employees shall consist of five eight hour days per week. The overtime rate shall be computed on the basis of hours.

2. Overtime for Full-Time Employees

a. Employees will be paid at the rate of time and one-half for all hours of credited time in excess of eighty (80) hours in each two-week pay period, except any paid leave credits shall be counted as credited time for the purpose of overtime.

b. Overtime will be paid in the paycheck following the pay period in which the overtime was earned.

c. Employees are entitled to compensatory time benefits as set forth herein below:

i) Employees shall, each regular pay period, have their earned overtime reported on their pay check stubs in compensatory time at the rate of time and one-half for each hour of earned overtime.

ii) Employees may elect to take compensatory time in lieu of overtime pay subject to the following accumulation and use caps:

- Compensatory time can be banked up to four hundred and eighty (480) hours. At the employee's option, compensatory time over that amount must be taken as time off or, as additional pay. Any time off is subject to approval of the Sheriff based upon the staffing needs of the Department.
- Employees can request up to forty (40) hours each year of their available compensatory time as additional time off. Employees must provide to the Sheriff, at least seven (7) calendar days in advance, a request for time off. The Sheriff may grant all or part of the request subject to the staffing needs of the Department.
- Each June 1st and December 1st employees may cash in, at their regular rate of pay, up to eighty (80) hours of their available compensatory and/or holiday time. Employees must submit the declaration to the Sheriff in writing no later than June 1st and December 1st. Said amount declared shall be paid to the employee in the payroll period immediately following the June 1st and December 1st deadlines.

iii) All compensatory time which an employee is owed at time of separation from the Employer, or when an employee becomes deceased, must be paid to the employee, or the employee's estate, at their final regular rate of pay.

d. An employee who signs up to work an entire overtime shift shall be granted preference over an employee who signs up to work only a portion of the shift.

3. Call Out Time

All off-duty call outs shall constitute call out time for which the minimum call out time shall be four (4) hours at straight time, or three (3) hours at time and one-half where any of the first three hours of such minimum is required to be paid at time and one-half under the preceding paragraph.

4. Unused time

Unused holiday time, including floating holidays, shall be transferred to the employee's comp bank at year's end.

**ARTICLE VI
UNIFORMS**

1. The Employer shall provide the original issue of uniform apparel, including required shoes, for all full-time deputies hired on or after the effective date of this Agreement. At the Schuyler County Sheriff's sole discretion, the Employer may supply articles of required uniform apparel after the original issue, for all full-time and/or part-time deputies.

2. A dry cleaning allowance of \$120.00 per year, to be expended directly by the Sheriff, shall be provided for full-time employees. The Sheriff shall make the arrangements for dry cleaning and the payment of invoices.

**ARTICLE VII
PAID HOLIDAYS**

1. Full-time employees covered by this Agreement shall be entitled to receive thirteen (13) paid holidays:

- | | |
|--------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Day | Columbus Day |
| Presidents' Day | Veterans Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Fourth of July | Christmas Day |
| One Floating Holiday | |

2. A full-time employee who works on one of the holidays specified in this Article shall have the option to either receive eight (8) hours' holiday pay, or if the employee elects, be credited and bank eight (8) hours of holiday time, together with pay at the regular duty rate for all hours actually worked. In the event any of the named holidays above occurs on a full-time employee's days off, he/she shall receive eight (8) hours holiday pay, or if the employee elects,

be credited and bank eight (8) hours of holiday time. It being understood that holidays will be observed on the actual date of the holiday, regardless of the day of the week upon which it falls.

3. New employees will be credited with the floating holiday only after successful completion of six (6) months of service, excluding absence from work for any reason.

ARTICLE VIII VACATIONS

All full-time employees covered by this Agreement shall be granted a paid vacation according to the following schedule:

1. No vacation time can be used by any employee during the County probationary period as defined in Article IX herein.

2. Employees hired after January 1, 1995, will accrue vacation time at the rate of 6.66 hours per month through the fifth year of continuous employment. Thereafter such accrual rate shall be consistent with the remaining provisions of this paragraph. Employees hired prior to January 1, 1995, with less than 10 years of service, to receive vacation at accrual rate of 10 hours per month to a maximum of 120 hours; employees with 10 or more years of service to accrue vacation time at rate equivalent to 160 hours per year or 13.3 hours per month. Under no circumstances will an employee be eligible to receive a vacation buy out of more than 240 hours.

3. An employee, to be eligible for vacation, must have worked 90% of the scheduled hours during the preceding month.

4. All paid leave credits will be considered as time worked for the purpose of calculating eligibility for vacation time.

5. Vacation time - maximum 400 hours accumulation. Unused portion payable on death, termination or retirement up to a maximum of 240 hours.

ARTICLE IX PROBATIONARY PERIOD

Employees receiving a permanent appointment in the competitive, non-competitive, exempt and labor class shall serve a probationary term as established by the local Civil Service Rule XIV. The local Civil Service Rules and Regulations may be amended, from time to time, at the discretion of the Employer. Probationary employees may be discharged at the sole discretion of the Employer and without recourse to this Agreement. Employees will receive written notification upon completion of their probationary period. An employee will be notified in writing if the probationary period is to be extended beyond fifty-two weeks.

**ARTICLE X
SICK LEAVE**

1. Upon completion of the probationary period, all full-time employees shall accumulate paid sick leave to be applied toward time off due to illness or injury which is not work related. Sick leave may be used in one hour increments with permission of the Sheriff or designee.
2. Each employee will be credited with one day of sick leave during each month he/she is on the payroll for at least fifty percent (50%) of the regularly scheduled work hours.
3. Employees may not accumulate more than Two Hundred Fifty (250) working days of sick leave.
4. Sick leave benefits may be used in cases involving the illness or injury of the employee's child, parent or spouse.
5. When continuous sick leave exceeds five (5) days, the Employer may require, as a condition of payment, a statement from the employee's physician certifying the nature of the illness and the probable period of disability. An employee must notify the department head or designee within 24 hours of the reason for sick leave. When continuous sick leave exceeds thirty (30) calendar days, the Employer may require a physical examination by a physician selected by the Employer. Where the Employer selects a physician for the examination of an employee, such examination will be paid for by the Employer.
6. Any false representation made by an employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.
7. Accumulated sick leave shall not be payable at the time of termination of employment, except in accordance with the next paragraph of this article, or unless a physician selected by the Employer certifies that the termination of the employment was necessitated by illness or injury and then only so long as such illness or injury continues and the employee permits physical examination at reasonable intervals.
8. Any employee with twenty (20) or more years of service with the Employer who leaves employment, or any employee who has been granted a service related disability retirement, shall be credited with an amount computed by multiplying the number of accumulated, unused sick leave days by the then current daily rate and multiplying that amount by twenty-five (25%) percent. Employees may also be credited with the full value of any other unused leave credits. Such amount shall be retained by the Employer and used to pay the employee's health insurance premiums until such time as the monies are exhausted. Notwithstanding any other provision of this Agreement, no more than two hundred (200) sick days shall be used in this calculation. The health insurance plan (individual or family) shall be the same that was in effect prior to the employee's termination. (An employee may opt to change from family to individual coverage but not from individual to family.) Upon exhaustion of the monies provided for herein, the employee may elect, if eligible, to continue the health insurance plan at his/her own expense under the provisions provided for under COBRA. If any employee's termination from

employment is a result of retirement, the implementation of this provision shall in no way diminish the percentage of retiree health insurance premiums currently paid by the Employer.

**ARTICLE XI
BEREAVEMENT LEAVE**

1. In the event of death of an employee's parent, including foster or stepparent, spouse, children, step-children, brother or sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, son-in-law or daughter-in-law, the employee shall receive leave with pay, at the employee's regular rate, for a maximum of three (3) days.
2. In the event of the death of an employee's aunt or uncle, the employee shall receive leave with pay at the employee's regular rate, for a maximum of one (1) day.
3. Employees may use additional time for bereavement with prior approval of the employee's Department Head or designee, and may use other accumulated leave time or take unpaid leave for the additional time approved.

**ARTICLE XII
MILITARY LEAVE**

1. Employees covered by this Agreement who, as members of a State or National Guard or the Armed Forces of the United States, are required to report for an annual training period or for special periods of emergency active service will be compensated by the Employer. Compensation for such periods shall be an amount equal to the employee's pay at the time of entry to such active service for regularly scheduled hours of work, for up to thirty (30) days of such required military duty, in each calendar year of employment.
2. A full-time employees shall notify the Sheriff or designee, as far in advance as possible of required military assignments, but not later than seven (7) calendar days following receipt of official notice of such assignments.
3. An employee returning to work from military leave shall provide the Sheriff or designee, verification of the period of time on military leave.
4. An employee who had previously approved paid leave (e.g., personal leave, vacation, etc.) shall have that time re-credited in the event of military leave.

**ARTICLE XIII
LEAVE OF ABSENCE**

A request for a leave of absence shall be made in writing to the Schuyler County Sheriff at least thirty (30) days prior to the effective date thereof, except in the case of medical emergency. The request must contain the reason for the leave. The Sheriff may, in his discretion, grant such a leave of absence without pay for a period of up to four months. In situations falling under Section 71 and 72 of the Civil Service Law, the four month limitation

shall be extended to One (1) year. Upon written application by an employee on leave of absence, the Sheriff may, in his discretion, renew such leave for a further period of time. The Employer may require that any employee requesting leave under the terms of the Employer's policy on Family and Medical Leave Act of 1993 utilize accrued paid time off before any non-paid time off shall be utilized. If the leave time requested is for personal or family sickness then only sick leave may be requested to be used. If the leave is for reasons other than sickness, then only leave other than sick leave may be required to be utilized prior to the onset of the unpaid leave. Such paid leave shall run concurrently with unpaid leave under the terms of the Employer's policy on Family and Medical leave.

**ARTICLE XIV
PERSONAL LEAVE**

On January 1st of each year, all full-time employees shall be credited with twenty-four (24) hours (3 work days) of personal leave. A full-time employee, who enters service during the year, shall be credited with personal leave as follows:

<u>Hired</u>	<u>Personal Leave Granted</u>
January 1 st through June 30 th	24 hours (3 work days)
July 1 st through September 30 th	16 hours (2 work days)
October 1 st through December 31 st	8 hours (1 work day)

Requests must be submitted at least twenty-four (24) hours in advance of the date(s). All personal leave granted is subject to the approval of the Sheriff or designee, which shall not be unreasonably denied. Personal leave days not taken by December 31 shall be added to accumulated sick leave, subject to the provisions of Article X. Personal leave may be used in one (1) hour increments, or multiples thereof (e.g. 3 hours) subject to the approval of the Sheriff or designee, which shall not be unreasonably denied.

**ARTICLE XV
INSURANCES**

1. Health Insurance

- a) Employees hired prior to January 1, 1999 shall be enrolled in the Excellus Blue PPO plan. The employer shall pay the premium cost of this plan for all full-time employees and eligible dependent(s) as follows:

Employer Premium Contribution	Employee Premium Contribution
88%	12%
85% (effective 1/1/17)	15% (effective 1/1/17)

- b) Employees hired prior to January 1, 2011 shall be enrolled in the Excellus Blue PPO plan. The Employer shall pay the premium cost of this plan for all full-time employees and eligible dependent(s) as follows:

Employer Premium Contribution

85%

Employee Premium Contribution

15%

- c) Employees hired after January 1, 2011 shall be enrolled in the Excellus Blue PPO plan. The Employer shall pay the premium cost of this plan for all full-time employees and eligible dependent(s) as follows:

Employer Premium Contribution

80%

Employee Premium Contribution

20%

- d) Employees may opt into the Chemung County Indemnity Plan or the plan that provides equal or greater benefits during the annual open enrollment period. The Employer's contribution shall be defined as above.
- e) The employees' contribution for individual or family coverage shall not exceed a fifteen percent (15%) increase each year.

2. Dental Insurance

The Employer shall pay the premium cost of its dental plan, including orthodontics, with an annual maximum of \$1,000 for each person for all full-time employees and eligible dependent(s) as follows:

Employees hired prior to January 1, 1999:

Employer Premium Contribution

88%

85% (effective 1/1/17)

Employee Premium Contribution

12%

15% (effective 1/1/17)

Employees hired prior to January 1, 2011:

Employer Premium Contribution

85%

Employee Premium Contribution

15%

Employees hired after January 1, 2011:

Employer Premium Contribution

80%

Employee Premium Contribution

20%

3. Vision Insurance

The Employer shall pay the premium cost of its vision plan for all full-time employees and eligible dependent(s) as follows:

Employees hired prior to January 1, 1999:

Employer Premium Contribution

88%

Employee Premium Contribution

12%

85% (effective 1/1/17)

15% (effective 1/1/17)

Employees hired prior to January 1, 2011:

Employer Premium Contribution
85%

Employee Premium Contribution
15%

Employees hired after January 1, 2011:

Employer Premium Contribution
80%

Employee Premium Contribution
20%

4. Flexible Spending Account

The Employer will maintain a Flexible Spending Program, which includes provisions for health premium conversion, non-covered health expenses and dependent care expenses coverage. Once established, participation in the premium conversion portion of the program shall be automatic unless an employee chooses not to participate. All elections to decline coverage for the premium conversion shall also be filed in writing with the Employer's Human Resources Department. Participation in the dependent care and non-covered health expense portion of the program shall be voluntary.

5. Disability Insurance

The Employer shall provide the New York State Disability Insurance Plan to all employees, at no cost to the employee.

6. Health Insurance Buy-Out

If an employee and the employee's spouse both work for the Employer, such employee and spouse shall only be eligible to receive benefits from one family health and dental insurance plan. Such provision shall not exclude an employee from the Health Insurance Buy-Out program.

An eligible employee may decline the health, dental and vision coverage provided in this Article XV, and instead elects to receive payment of one thousand two-hundred fifty dollars (\$1,250) for each full calendar year that he or she declines family coverage or six hundred fifty dollars (\$650) for each full calendar year that he or she declines individual coverage.

An eligible employee who currently participates in the Employer's Plan may decline health, dental and vision coverage (to be effective on January 1 of the following year) only between November 1 and November 15 of any calendar year. The Employer may, in its sole discretion, grant a request to decline coverage that is made before November 1 or after November 15. After an employee declines such health, dental and vision coverage, the employee will not be eligible to enroll in the Employer's Plan unless the employee provides satisfactory documentation that the employee no longer has alternate coverage. Under such circumstances, the employee shall be allowed to re-enroll in the Employer's Plan, subject to the Plan's enrollment procedures and requirements. When an employee re-enrolls in the Employer's Plan during the Plan year, the employee shall be eligible to receive (at the end of the calendar year) a pro-rated payment based upon the number of months during the year for which the

employee did not receive coverage under the Plan.

Less than full-time employees shall also be entitled to this option to be calculated on a pro-rata basis. Upon satisfaction of the conditions set forth below, payment will be made at the end of the calendar year. In order to receive the full payment set forth above, the employee must: (i) be actively employed by the Employer for the entire calendar year; and (ii) provide satisfactory documentation establishing that the employee was covered under a health insurance plan for the entire calendar year. Such documentation must be provided prior to payment at the end of the year.

In addition to the pro-rated payment described above, the Employer shall provide an eligible employee (at the end of the calendar year) with a pro-rated payment for a partial year of declined coverage when such coverage is declined during the employee's initial and terminal years of employment. In order to receive the pro-rated payment described in this Section, the employee must: (i) be actively employed by the Employer for the entire period for which the employee declined coverage; and (ii) provide satisfactory documentation establishing that the employee was covered under a health insurance plan for the entire period that coverage was declined. Such documentation must be provided at the end of the year.

7. Retiree Benefits

- a. The Employer shall pay the premium cost for health insurance for all full-time employees and eligible dependent(s) upon retirement as follows:

Employees w/ 15-19 yrs of cumulative service 65%	Employer 65%, Employee 35%, Spouse
Employees w/ 20-24 yrs of cumulative service 65%	Employer 70%, Employee 30%, Spouse
Employees w/ 25+ yrs of cumulative service 65%	Employer 75%, Employee 25%, Spouse

The Employer agrees to include and recognize for purposes of this section, all part-time service with it by an employee as certified by its civil service records, which shall be credited and converted into years of full-time service by applying two thousand and eighty (2080) hours as equivalent to one (1) year of service, or any part thereof.

In addition, the Employer will discontinue its practice of paying the Medicare Part B monthly premium for both the employee and spouse, and pay one (1) monthly premium only. In the case of an employee or spouse becoming deceased, the Employer will continue to pay one (1) Medicare Part B monthly premium.

- b. In the event of a disability retirement, the contribution shall be as follows:

Employees w/ less than 10 yrs of cumulative service 65%	Employer 35%, Employee 65%, Spouse
Employees w/ 10 or above yrs of cumulative service 65%	Employer 65%, Employee 35%, Spouse

The Employer agrees to include and recognize for purposes of this section, all part-time service with it by an employee as certified by its civil service records, which shall be credited and converted into years of full-time service by applying two thousand and eighty (2080) hours as equivalent to one (1) year of service, or any part thereof.

In the event the employee is eligible and retires (e.g. 22 years) with a disability retirement, he/she shall be provided individual and/or family coverage with the premium cost paid as set forth in "a" above.

8. Medicare Part B

The Employer will continue to pay one (1) monthly Medicare Part B premium in an amount not to exceed \$125.00.

**ARTICLE XVI
PENSIONS**

1. The present coverage under the New York State Retirement System shall continue in effect during the term of this contract, including coverage under Section 41-j of the New York State Retirement and Social Security Law.

2. Effective January 1, 1998, the Employer will make available to qualified members coverage under Article 14-b, Section 551 (25 year plan) - 1/60th option for law enforcement certified Deputy Sheriffs.

3. Effective January 1, 2008 the Employer will make available to qualified members coverage under Article 14-b, Section 552 (20 year plan) and Section 553 (additional 1/60th - Sheriff's service only).

**ARTICLE XVII
GRIEVANCES**

1. For the purpose of this Agreement a grievance shall be defined as a dispute or controversy between an individual employee covered by this Agreement and the Employer arising out of the application or interpretation of this Agreement; or a grievance as defined by Section 682, Subdivision 4 of Article 16 of the General Municipal Law.

2. The inclusion of this Article of grievances as defined by Article 16, Section 682, subdivision 4 of the General Municipal Law is intended to substitute the grievance procedure of this Agreement for the grievance procedure which the Employer previously adopted under the terms of Article 16 of the General Municipal Law and which is required by said law, and upon the effective date of this Agreement the grievance procedure in the Agreement shall be the only such procedure available to employees covered by this Agreement.

3. The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedure:

Step 1

Grievances shall be presented in writing by the grievant or Association no later than the fifteenth (15th) business day after the Association President and/or grievant knew or should have known of the violation, to the Sheriff or in his/her absence, the Undersheriff. The Sheriff or designee shall convene a meeting within ten (10) business days of the date of receipt of the written grievance. The meeting shall include the aggrieved employee(s), an Association representative, and the Sheriff or designee. If the grievance is not resolved as a result of this meeting, then not later than ten (10) business days following the date the meeting occurred the Sheriff or designee will deliver to the aggrieved employee and the Association representative its decision on the grievance in writing.

Step 2

If the grievant or Association wishes to appeal an unsatisfactory decision of Step 1, the appeal must be presented to the County Administrator no later than the end of the tenth (10th) business day from the date of receipt of the Step 1 decision. The County Administrator shall issue his/her written decision to the Grievant and Association President no later than the end of the tenth (10th) business day after the appeal was received. The Chairman of the County Legislature shall act in the absence of the Administrator.

Step 3

In the event the Association is not satisfied with the decision issued at Step 2, the Association may submit the matter to arbitration by submitting a request for hearing to a panel arbitrator no later than the end of the tenth (10th) business day after the Step 2 decision was received, with a copy to the County Administrator. The panel arbitrators shall be used in rotating order and shall be:

Peter Prosper
Thomas Hines
Dennis Campagna

Either party may strike a panel member at any time, and the parties may agree upon a replacement arbitrator. There shall be no more than three arbitrators on the panel. If at least one panel member does not remain, arbitrations will be conducted under the rules of the Public Employment Relations Board until such time as the parties can agree on a panel member or members. The arbitrator's decision shall be advisory only to the parties.

All fees and expenses of the arbitrator shall be shared equally between the parties.

4. Failure to give an answer within the specified time limits set out above shall automatically move the grievance to the next step.

ARTICLE XVIII DISCIPLINE

In disciplinary proceedings under Section 75 of the Civil Service Law, the Employer and Association agree to create and utilize a list of mutually accepted hearing officers on a rotation basis to hear and issue advisory determinations. The cost of such hearing officer shall be shared equally between the parties.

**ARTICLE XIX
DEFERRED COMPENSATION**

Employees shall be eligible to participate in the Employer's Deferred Compensation Program.

**ARTICLE XX
LAYOFF**

All employees covered by the Agreement shall be laid off and recalled in accordance with the provisions of the Model Layoff Rules, as promulgated by the Schuyler County Civil Service Rules. Indefinite layoffs shall build seniority up to a maximum of one (1) year, thereafter, seniority shall be frozen.

**ARTICLE XXI
SAVINGS CLAUSE**

Should any provision of this Agreement be declared unlawful by any court of competent jurisdiction the parties shall honor the remainder of the Agreement and shall meet for the purpose of renegotiating that portion declared unlawful. Further, the parties hereto agree that in the event either party feels changes within the contract are necessary at the request of either party the parties shall meet to negotiate such changes.

**ARTICLE XXII
AGREEMENT**

The foregoing constitutes the entire Agreement between the parties, and no verbal statement or other agreement, except an amendment in writing annexed hereto and designated as an amendment to this Agreement shall supersede or vary the provisions herein.

**ARTICLE XXIII
DURATION**

This Agreement, and any written amendments made and annexed hereto, shall continue in full force and effect until midnight, December 31, 2020.

**ARTICLE XXIV
LEGISLATIVE IMPLEMENTATION**

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of this _____ day of _____, 2016 at Watkins Glen, New York.

COUNTY OF SCHUYLER

Dennis A. Fagan, Chairman

William E. Yessman, Sheriff

SCHUYLER COUNTY ROAD PATROL ASSOCIATION

Kevin Rumsey, President

Schedule A
Base Wage Schedule

	Entry	1	2	3	4	5	6	7	8	9	10	15	20	23
2016	\$19.34	\$20.25	\$21.32	\$22.35	\$23.46	\$24.24	\$24.76	\$24.84	\$24.93	\$25.14	\$25.23	\$25.33	\$25.51	\$25.71
2017	\$19.54	\$20.46	\$21.54	\$22.57	\$23.70	\$24.48	\$25.00	\$25.09	\$25.18	\$25.39	\$25.48	\$25.59	\$25.76	\$25.97
2018	\$19.73	\$20.66	\$21.75	\$22.80	\$23.93	\$24.72	\$25.25	\$25.34	\$25.43	\$25.64	\$25.73	\$25.84	\$26.02	\$26.23
2019	\$19.93	\$20.87	\$21.97	\$23.02	\$24.17	\$24.97	\$25.51	\$25.60	\$25.69	\$25.90	\$25.99	\$26.10	\$26.28	\$26.49
2020	\$20.33	\$21.29	\$22.41	\$23.48	\$24.66	\$25.47	\$26.02	\$26.11	\$26.20	\$26.42	\$26.51	\$26.62	\$26.80	\$27.02