

AGREEMENT

BETWEEN

THE COUNTY OF STEUBEN

and

THE DEPUTIES ASSOCIATION

OF THE COUNTY OF STEUBEN

JANUARY 1, 2013- DECEMBER 31, 2016



--TABLE OF CONTENTS--

ARTICLE		PAGE
	Preamble.....	1
I	Parties to the Agreement.....	1
II	Applicable Law.....	1
III	Recognition.....	1
IV	No Strike Pledge.....	1
V	Dues Deduction.....	2
VI	Management Rights.....	2
VII	Association Rights.....	3
VIII	Payrolls, Pay Periods and Deductions.....	4
IX	Temporary Reassignment.....	5
X	Basic Work Day/Week.....	5
XI	Overtime.....	6
XII	Paid Leaves.....	7
	Vacations.....	7
	Sick Leave.....	8
	Personal Leave.....	9
	Bereavement Leave.....	9
	Holidays.....	10
	Educational Assistance.....	10
XIII	Jury and Court Attendance.....	11
XIV	Military Leave.....	11
XV	Maternity Leave.....	11
XVI	Unpaid Leave of Absence.....	12
XVII	Grievance Procedure.....	13
XVIII	2013 - 2016 Salary Settlement.....	17
	Reinstatement and Promotion.....	18
	Longevity Increments.....	19
XIX	Health Insurance.....	20
XX	Life Insurance.....	24
XXI	Physical Examinations.....	24
XXII	Retirement.....	24
XXIII	Termination/Severance Compensation.....	25
XXIV	Workers' Compensation.....	25
XXV	Rules for Personal Expenses for County Employees.....	26
	Travel.....	26
	Meals.....	27
	Lodging.....	27
	Tips and Gratuities.....	27
	Uniforms.....	28
XXVI	Convention and Conference Attendance.....	28
XXVII	Sheriffs' Office.....	29

--TABLE OF CONTENTS--(con't)

ARTICLE	PAGE
XXVIII Section 204-a Taylor Law.....	31
XXIX Application.....	31
XXX Savings Clause.....	32
XXXI Agreement.....	32
XXXII Effective Period.....	33
ADDENDUM I Excluded Titles.....	34
ADDENDUM II Job Classification by Salary Grade.....	34
ADDENDUM III 2013 - 2016 Salary Grids.....	35
ADDENDUM IV Performance Appraisal Instrument.....	37
INDEX.....	44

PREAMBLE

WHEREAS, it is the intent and purpose of the parties to this Agreement to:

1. Establish and maintain a harmonious and cooperative relationship between the County of Steuben and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.
2. Comply with the requirements of the Public Employees' Fair Employment Act by recognizing the rights of employees of the County of Steuben to self organization and representation for collective negotiations on the terms and conditions of employment.
3. To set forth the rights and responsibilities of the County and the Association consistent with Law. Nothing contained herein shall deprive the County and employees of any protection and/or rights they have under this contract, the New York State Civil Service Law and any other applicable Law.

NOW in consideration of the mutual obligations contained herein the parties agree as follows:

ARTICLE I  
PARTIES TO THE AGREEMENT

SECTION 1. The parties to this Agreement are the County of Steuben, hereinafter referred to as the County, the Steuben County Sheriff and the Deputies Association of the County of Steuben, hereinafter referred to as the Association.

ARTICLE II  
APPLICABLE LAW

SECTION 1. This Agreement shall be governed by the Public Employees' Fair Employment Act, otherwise known as the Taylor Law.

ARTICLE III  
RECOGNITION

SECTION 1. The County recognizes the Deputies Association of the County of Steuben, as the sole and exclusive representative for all permanent full-time sworn law enforcement employees of the Steuben County Sheriff's Office for the purpose of collective bargaining and grievances under the provisions of the Public Employees Fair Employment Act, except elected and appointed officials, department heads, seasonal employees, part-time employees employed less than twenty (20) hours per week and employees serving in a position designated as management or confidential as set forth in Addendum I of this Agreement.

ARTICLE IV  
NO STRIKE PLEDGE

SECTION 1. The Deputies Association of the County of Steuben, affirms that it does not assert the right to strike against the County, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such strike.

ARTICLE V  
DUES DEDUCTION

SECTION 1.

- A. The Employer shall deduct from those wages of employees and remit to the Deputies Association of the County of Steuben, Steuben County Jail, Bath, New York, 14810, regular membership dues, for those employees who have signed the appropriate payroll deduction authorization permitting such deductions. The Employer agrees to deduct and remit such monies exclusively for the association as the recognized exclusive bargaining agent for the employees.
  
- B. Deductions authorized by any employee shall continue as so authorized unless and until such employee notifies the Employer of his/her desire to discontinue or to change such authorization. The Association assumes full responsibility for the disposition of such funds so deducted once they are turned over to the Association.

SECTION 2. A copy of the County payroll will be furnished the Association upon reasonable request of the Association.

SECTION 3. Upon request by the Association, the Sheriff or the County will provide copies of payroll records of the Sheriff's Office.

ARTICLE VI  
MANAGEMENT RIGHTS

SECTION 1. The employer retains the sole right to manage its business affairs 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 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 as are expressly provided in this agreement, or provided by law.

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

SECTION 3. The County shall perform its obligations under this agreement in fair and impartial manner to all employees and shall not discriminate against any employee for reasons of sex, race, color, creed, national origin and age as permitted by Law.

ARTICLE VII  
ASSOCIATION RIGHTS

SECTION 1. The Association shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act.

SECTION 2. The Association shall have the right to post notices and other communications on bulletin boards maintained on premises and facilities in the County as long as such notices and communications are not controversial in order or matter. Bulletin boards for such purposes shall be located on a building basis rather than on a department basis.

SECTION 3. Representatives of the Association shall have access to the premises of the County for the purpose of transacting any necessary business regarding the interpretation or enforcement of this Agreement.

SECTION 4. The County recognizes the right of the employees to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances, disputes pertaining to the terms of this Agreement and other terms and conditions of employment and to visit employees during scheduled or regular working hours subject to reasonable limitation by the Sheriff or designee. Said representatives shall also be permitted to appear at meetings, subject to Rules of the Legislature and public hearings before the Legislature of Steuben County upon request of the employees. The Association must notify the County Attorney's Office as to whom these designees will be and when they are to be on County premises or appear at meetings and public hearings.

SECTION 5. A copy of the agenda for each meeting of the Steuben County Legislature will be made available to the President of the Association, or designee, at the same time distribution is made to the members of the Legislature.

SECTION 6. The Association shall be permitted to use the County's Civil Defense and Fire Training Center for their meetings when said Center is available and if prior approval has been granted by the Clerk of the Legislature. The Association shall also be allowed, with reasonable notice, to use the Main Conference room in the Public Safety Building for meetings.

SECTION 7. Employees who are designated or elected for the purpose of administering this Agreement shall be permitted a reasonable amount of time from their regular work to attend to the duties with no loss of compensation. Said employee should make notification to the Sheriff or designee when he or she intends to use said time.

ARTICLE VIII  
PAYROLLS, PAY PERIODS AND DEDUCTIONS

SECTION 1. The Commissioner of Finance shall have full authorization to provide for all departments of the County such forms and methods of payment of the County Employees as such Commissioner of Finance shall deem legal, advisable and proper, except as limited by the express provisions of this agreement.

SECTION 2. Pay days falling on a holiday will be paid the day before such holiday.

SECTION 3. In regard to increments, the anniversary date for salary purposes shall be considered the first day of the bi-weekly pay period in which the anniversary date appears.

SECTION 4. The County shall deduct and remit to the insurance carrier any insurance premiums under an Association operated insurance plan for those employees who have authorized in writing such deductions by the employer.

- A. The insurance representative shall have the right to visit the individual employee covered under this agreement on the job for the purpose of explaining the insurance protection or for adjusting any claims.
- B. The Association hereby agrees to hold the County harmless for any and all damages the County may sustain as a result of making the payroll deductions where such damage is the result of the negligence of an officer of the Association or Association member requesting such payroll deductions.

SECTION 5. Other allowable payroll deductions are as follows:

- A. Federal and State Withholding Taxes
- B. Social Security
- C. Bonds
- D. Maintenance
- E. Deduction for retirement payment
- F. Deduction for payment of retirement arrears
- G. United Fund
- H. Credit Union
- I. IRS 125 Plan

SECTION 6. Employees shall be paid bi-weekly.

SECTION 7. All employees will be deemed to be in a two (2) week lag status with regard to wages.



ARTICLE IX  
TEMPORARY REASSIGNMENT

SECTION 1. An employee may be assigned temporarily to perform duties of a higher classification for not more than a one (1) month period in an emergency situation. In such event, he or she shall be compensated at that step on the grid that is at least 4% higher than their current rate.

SECTION 2. An employee may be assigned temporarily to perform the duties of a lower classification. In that event, he or she shall be compensated at his or her regular rate of pay of his or her permanent position.

ARTICLE X  
BASIC WORK DAY/WEEK

SECTION 1. Employees shall have a 40 hour work week starting on Monday and continuing through Sunday. Employees shall have at least two consecutive days off, a total of 48 consecutive hours off each week.

SECTION 2. Normal county business office hours shall be 8:30 A.M. - 5:00 P.M. Employees within a department may make a one time request for either a 1/2 hour or a 1 hour meal period. These requests shall be honored, subject to scheduling needs of the department as determined and approved by the department head.

SECTION 3. All employees actually working 40 hours per week at the time this Agreement is signed shall continue to do so.

SECTION 4. Rules and policies of the County shall not be in conflict with or supersede the work day, work week or other terms and conditions of employment as outlined by this Agreement.

SECTION 5. In the Sheriff's Office it is recognized that employees work assigned shifts other than the normal work week of Monday through Friday day shift. Any employee may have the work week or work shift changed with seven calendar days written notice. In an emergency situation said seven days' notice is waived.

Section 6. For training purposes only, any employee may have their work day or work week changed with seven calendar days written notice.

Section 7. In the event of a temporary shift change, such written notice of change of shift may be refused by an employee if such change would work an undue hardship. Such refusal must be in writing, stating the reasons at least four days prior to the effective day of the temporary change. In the event no qualified employee agrees to accept the temporary change, the County may assign the most junior qualified employee to the temporary assignment. Such change may not exceed two weeks duration

ARTICLE XI  
OVERTIME

SECTION 1. Employees shall be entitled to time and one-half their regular rate of pay for authorized work performed in excess of forty (40) hours in any work week. Paid time (vacation, sick days, personal days, etc.) shall be considered as time worked in computing hours for overtime. No employee shall have his/her shift or work day changed for the purpose of avoiding the payment of overtime. Overtime, when submitted, will be calculated to the nearest quarter hour.

SECTION 2. Employees shall have the option of taking compensatory time off, at the rate of time and one-half, in lieu of overtime payment, except for overtime funded by grants. Employees may not maintain more than 40 hours of compensatory time at any time. Compensatory time must be used before the end of the quarter following the quarter during which it was earned. If not used in this time period the employee shall be paid. Notwithstanding any other provision of this section, all compensatory time must be used by the end of the calendar year in which it was earned. If not used by the end of the calendar year, the employee shall be paid for the time. Requests for compensatory time off shall be submitted to the Sheriff or designee. Such requests for compensatory time off shall be subject to approval of the Sheriff along the same guidelines as annual leave. The denial of a request for compensatory time off shall not be subject to the grievance and arbitration provisions of this Agreement.

SECTION 3. Any employee authorized to work on the sixth and/or seventh day of their work week shall be paid in accordance with Sections 1 and 2 of this article for all work performed.

SECTION 4. Employees who are required to be traveling out of the County on an overnight basis shall be paid thirty-five (\$35.00) dollars in lieu of overtime. This payment is intended to cover such activities as necessitated by official assignments and is not to cover conferences, training sessions or similar types of activities.

SECTION 5. Employees who show up for work without being properly notified to the contrary shall receive a minimum of two (2) hours pay. Employees who are called back to work after completing their shift shall receive a minimum of two (2) hours pay.

SECTION 6. All Criminal Investigators will be paid \$35.00 per weekend stand-by pay.

SECTION 7. SENIORITY FOR SCHEDULED OVERTIME.

A seniority list shall be maintained listing employees from most senior to least senior. Overtime shall be offered to the employee at the top of the list, after which his/her name shall be moved to the bottom of the list. Such rotation shall continue for the assignment of all scheduled overtime. (Overtime known to the Sheriff or his designee at least 72 hours in advance.)

Scheduled overtime will be posted Division specific, if there are no volunteers, the employee with the least amount of seniority within that Division may be assigned the overtime by the Sheriff. The four divisions for the purpose of this section shall be: CIU, Road Patrol, Building/Court Security and Civil.

SECTION 8. EMERGENCY CALL OUT

Emergency call out will go to the nearest available officer.

ARTICLE XII  
PAID LEAVES

In order to be covered by all benefits, an employee must be appointed to a permanent full-time position. He, or she, must have worked at least six (6) months to be allowed to draw either sick leave or annual leave in accordance with the applicable schedule for same, if approved by the Sheriff or designee.

A. Reporting of Leave Time

1. Leave accruals shall be requested in hours.
2. All paid leave will be requested in increments of one (1) hour initially for paid leave up to one (1) hour and then in 15 minute increments for any time after the initial hour.
3. This statement applies to annual, sick, and personal leave.
4. The above is not to be used for discipline.

SECTION 1. VACATIONS

A. The time at which the employee may choose to take his or her vacation with pay is subject to the approval of the Sheriff or designee. Employees may take three (3) vacation days after completion of six months. After one (1) year of satisfactory service, up to twelve (12) vacation days may be taken. Any vacation days taken after six months shall not be included in the number of days available at the completion of one year. Employees may not maintain more than 360 hours of vacation leave at any time.

No vacation leave shall be accrued until an employee has completed six (6) months of satisfactory service. Employees shall accrue vacation credits in accordance with the following chart:

	Hours/Year	Accrual Rate (hrs/month)
Less than 6 months	0	8.00
6 Months	24.0	8.00
1 Year	96.0	8.00
10 Years	120.0	10.00
15 Years	160.0	13.34

1. Vacation requests if four (4) days or less, must be received at least 24 hours prior to the day(s) requested except in the case of an emergency or with prior approval of the employee's supervisor.

2. Vacation request if five (5) or more days (planned vacation) shall be received as soon as possible and no later than sixty (60) days prior to the days requested. The employee shall be notified within ten (10) working days of the request if he/she has been granted or denied leave.

- B. Any employee as designated in the above provisions on separation from the service of the County shall be entitled to any accumulated vacation with pay based upon the foregoing schedule.
- C. ANNUAL LEAVE BUY-BACK: Effective with the ratification in 2014, members may sell back to Steuben County up to thirty (30) hours of their accrued Annual Leave. This Annual Leave Buy-Back is to be submitted to the Personnel Office by the beginning of the first pay period in November of each year, to be paid in the first pay check of December of each year. In order for an employee to be eligible for the Annual Leave Buy-Back, the employee must have a minimum balance of 250 hours of accrued Annual Leave and 500 hours of accrued Sick Leave.

**SECTION 2. SICK LEAVE**

- A. Each employee who has been continuously employed by the County for a period of six months shall be entitled to sick leave with pay as follows:

<b>Hrs/week <u>worked</u></b>	<b>Sick leave earned <u>hrs/month</u></b>	<b>hours available after 6 mths</b>
<b>40</b>	<b>8.0</b>	<b>48.0</b>

The right to accumulate such sick leave with pay shall continue as follows:

<b>Hrs/week <u>worked</u></b>	<b>Sick leave earned <u>hrs/month</u></b>	<b>Maximum accumulated <u>hours</u></b>
<b>40</b>	<b>8.0</b>	<b>1520</b>

- B. Sick leave can be taken in hourly segments. Medical appointments shall be acceptable reasons for the use of sick leave.
- C. Employees who are taken sick or injured while on vacation may charge such time to sick leave effective from the time the employee sees a doctor through the period of disability covered by the doctor's statement, which statement must be submitted to the Sheriff or designee.
- D. Employees absent from work for more than one (1) consecutive day due to personal illness or accident may be required by the Sheriff to submit a doctor's statement covering the complete absence before returning to work and/or receiving sick leave pay.
- E. Absence by employees covered under sick leave category, for attendance upon a member of the employee's family by reason of illness or incapacity of such person, shall be granted under the sick leave provision, up to a maximum of five (5) days per year. Immediate family shall include the spouse, parents or children of the employee.
- F. If an employee finds it necessary to absent himself or be tardy from work by reason of illness or for any other causes outlined here, he/she shall as soon as reasonably possible and not later than the start of their scheduled shift, notify the Sheriff or designee or a person in

charge of the Sheriff's Office at the time, the following information: Name, reason for absence, and length of time expected to be absent.

- G. Any absence from work other than as provided herein or under the provisions of the Workers' Compensation Law shall be charged to vacation.
- H. The Employers will make every effort to employ permanently partially disabled employees on work assignments which they are able to perform without loss of benefits, so long as this provision does not result in the creation of additional positions in the Sheriff's Office.

### SECTION 3. PERSONAL LEAVE

- A. It is agreed that personal leave hours for current employees remains at forty (40) hours but all employees hired after the ratification and signing of the 1987 contract will only be entitled to twenty-four (24) hours personal leave per year, credited on January 1st of each year. New hires shall be credited with twenty-four (24) hours if hired between January 1st and April 30th; sixteen (16) hours if hired between May 1st and August 31st, and eight (8) hours if hired on or after September 1st. The time at which the employee may choose to use personal time is subject to the approval of the Sheriff, except under emergency circumstances of the employee.
- B. Personal Leave which is not used by December 31st will be credited to Sick Leave on January 1st of the following year.
- C. Employees under normal circumstances will be expected to give two (2) days advance notice prior to the requested date(s).
- D. Unused personal leave shall not be paid at the time of separation, retirement, or death.

### SECTION 4. BEREAVEMENT LEAVE

In the event of death in the immediate family, each employee shall be granted three (3) days off with pay for time lost during the regularly scheduled work week. This time shall normally end on the day following the funeral. Immediate family shall mean: Spouse, child, stepchild, parent, brother, sister, son-in-law, daughter-in-law, grandparent and/or grandchild of either spouse. These days shall not be deducted from any other accumulated leave benefit nor shall they be cumulative. Additional days to be deducted from an employee's accumulated sick leave may be granted, at the discretion of the Employer.

**SECTION 5. HOLIDAYS**

A. The following days are designated as paid holidays for all employees assigned to Building/Court Security, Road Patrol, Civil Division and Criminal Investigation Unit:

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
New Year's Day	New Year's Day	New Year's Day	New Year's Day
Memorial Day	Memorial Day	Memorial Day	President's Day
Independence Day	Independence Day	Independence Day	Memorial Day
Thanksgiving Day	Veteran's Day	Labor Day	Independence Day
Day after Thanksgiving	Thanksgiving Day	Veteran's Day	Labor Day
Christmas Day	Day after Thanksgiving	Thanksgiving Day	Election Day
	Christmas Day	Day after Thanksgiving	Veteran's Day
		Christmas Day	Thanksgiving Day
			Day after Thanksgiving
			Christmas Day

- B. For members assigned to the Road Patrol and Criminal Investigation Unit, the actual date of the holiday will be the observed Holiday. For members assigned to Court Security and the Civil Office, if any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.
- C. If any of the above holidays fall on the employee's scheduled day off, the employee shall receive another 8/10 hours off on compensatory time, whichever the employee has been scheduled for.
- D. When a holiday falls during an employee's annual leave, the employee shall not be charged said annual leave. No employee shall be required to work on a holiday when annual leave has been submitted, except in emergency instances.
- E. All employees shall be compensated at a rate of (2.5) two and one-half their regular hourly rate, for all scheduled or overtime work performed on any of the above listed holidays. (Inclusive of Holiday Pay)

**SECTION 6. EDUCATIONAL ASSISTANCE**

All employees with one (1) year service are eligible for consideration to attend an accredited or accepted school by New York State to take job related courses. Such request must be recommended by the Sheriff or designee and approved by the departmental committee of the County Legislature or its designee. Any courses taken under Veteran's Educational Benefits Programs or under other grants are not eligible for this program.

Tuition Aid Request Forms will be available from the Personnel Department. Courses must have prior approval and a copy of the tuition cost and transcript indicating satisfactory completion of the course returned to the Personnel Department for reimbursement processing.

The employee will be notified by the Sheriff or designee of approval or disapproval of request for Educational Assistance and a copy sent to the Personnel Department.

Any employee who leaves Steuben County within two years of receiving tuition aid shall be required to refund said tuition assistance to the county.

ARTICLE XIII  
JURY AND COURT ATTENDANCE

SECTION 1. A regular County employee shall be entitled to his/her usual salary for the days served as a juror or in Court pursuant to subpoena or other order of the Court, in Federal Court, Grand Jury, County Court, City Court, Police Justice Court, and Magistrate Court, providing the employee turns over to the Employer all fees, except mileage, earned as a juror.

ARTICLE XIV  
MILITARY LEAVE

SECTION 1. Military leave shall be as provided by the New York State Statutes pertaining to same.

ARTICLE XV  
MATERNITY LEAVE

SECTION 1. Pregnant employees shall be granted leaves of absence in the same manner and spirit as other employees granted leaves of absence for various reasons including temporary illness and/or disabilities. Use of accumulated sick leave and vacation benefits shall be allowed for maternity leave when requested by the pregnant employee. The condition of pregnancy and any related illness and/or disability will be treated in the same manner and spirit as leaves of absence for various reasons including temporary illness and/or disabilities.

SECTION 2. Pregnant employees are required to take their maternity leave on such date as their personal physician specified that they are no longer able to carry out all duties normally assigned to them.

SECTION 3. A pregnant employee holding a position on an annual salary basis shall be granted a leave of absence as hereinbefore set forth for a period of time as her personal physician specifies, and by resolution of the Steuben County Legislature as may be required under the terms of this agreement. Maternity leave shall be without pay after sick leave and vacation benefits have been used up by the employee.

SECTION 4. Upon request of an employee, the maximum maternity leave shall be six (6) months.

ARTICLE XVI  
UNPAID LEAVE OF ABSENCE

SECTION 1. All leaves of absence to be granted to any employee without pay by the Sheriff or designee must have the approval of the Legislature.

- A. The Sheriff or designee, being the person duly delegated to certify payrolls and certifications as to vacation, sick leave, personal leave and leave of absence, shall have the authority, under the legal definition of leave of absence without pay, to authorize and grant to an employee in the Sheriff's Office under his/her jurisdiction, a leave of absence without pay up to and not exceeding sixty (60) days, and that such leave of absence without pay, shall within the discretion of the Sheriff or designee, be granted without the need or necessity of a resolution of the Steuben County Legislature and filed as hereinafter set forth in subdivision "B".
- B. The granting of such sixty (60) days leave of absence without pay shall only be granted by the Sheriff for reasons which have heretofore been approved by the Steuben County Personnel Department, and each granting official shall file a certification of the granting of such leave of absence without pay on or before the commencing date of such leave with the Personnel Director of the County Personnel Department and the Steuben County Commissioner of Finance.

SECTION 2. Leaves of absence shall not be granted to an employee to accept employment by an employer other than the County.

SECTION 3. A leave of absence in excess of four (4) months for sickness or maternity shall be deducted from the employee's earned time for the next increment bracket. A leave of absence granted to an employee for a course of study or training, when such study or training is of the same nature and category with the stated employment of such employee shall not be deducted in computing the earned time in regard to the increments earned or qualifying for the increments for longevity, providing that the resolution granting such leave specifically sets forth such provision. A leave of absence in excess of one (1) year for sickness or maternity shall be deducted from the earned time as applied to the increments for longevity. A leave of absence granted to an employee for any reason than above stated shall be deducted in computation of earned time for increments and longevity increments, unless approved after consideration of the Administrative Committee Only the actual time an employee is away from work during the granted leave of absence shall be deducted in computation of earned time for increments and longevity increments, however, any time worked during a granted period of leave of absence shall not extend the granted period of such leave of absence.

SECTION 4. When an employee has been granted a leave of absence without pay for reason of ill health, his/her name may not appear upon a payroll until he/she has been granted an approval by his/her doctor to return to work and, if necessary, the County under the Workers' Compensation Plan has the authority to require a physical exam by a physician of the County's choice. Further, such employee's name shall not appear upon a payroll until he/she has actually been reemployed and the certificate of the physician properly filed with the Sheriff or designee



for transmittal to the Personnel Officer of the County Personnel Department. This must be interpreted and it is understood to be a provision that while an employee is on leave of absence he/she may not draw any salary against accumulated time of any type. Upon being properly reemployed as above stated, such employee may apply for any accumulated leave and be paid for such legitimate leave upon the approval of the Sheriff or designee.

SECTION 5. If an employee is separated from County service, or granted a leave of absence without pay from County service, subsequent to the effective date of these Rules, and thereafter is reinstated or reemployed more than one (1) year following the last date upon which personal leave was credited to him pursuant to this rule, such reinstatement or reemployment shall be deemed to be a new entry into County service for the purpose of crediting personal leave under this rule.

## ARTICLE XVII GRIEVANCE PROCEDURE

Grievance Procedure shall be in accordance with the following Resolution and as amended herein:

RESOLVED, that the Grievance Procedure for Employees of the County of Steuben as hereinafter set forth be, and it hereby is, adopted:

### SECTION 1. DEFINITIONS

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

- A. "Employee" shall mean any bargaining unit member as defined in Article III of this Agreement.
- B. "Grievance" shall mean a dispute between an individual employee, group of employees, or the Association and the County arising out of the application or interpretation of this Agreement, except any matter involving retirement, position classification and grade, discipline and such other matters solely within the purview of the Sheriff.
  - 1. If an individual employee or a group of employees initiate a grievance such employee(s) must sign said grievance.
  - 2. If the Association initiates a grievance on behalf of an employee(s) the Association shall list the name(s) of all employees involved in the grievance.
- C. "Department" shall mean any office, department, board, commission, or other agency of the government of the County of Steuben.
- D. "Legislature or its designee" shall mean the entire Legislature, a Committee of the Legislature specifically designated for such purpose by the Legislature or the "Proper Committee" as defined in the 1974-76 Agreement.

- E. "Department Head" shall mean the Sheriff or designee.
- F. "Decision" shall mean the ruling, determination or report or disposition made by a proper committee, department head or grievance board after a grievance is heard or submitted as in this act provided.
- G. "Days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this act.

## SECTION 2. DECLARATION OF BASIC PRINCIPLE

Every member of this bargaining unit shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure.

## SECTION 3. INITIAL PRESENTATION

- A. An employee who claims to have a grievance shall present the grievance to the Sheriff or designee, orally, within five (5) days after the grievance occurs.
- B. The Sheriff or designee shall discuss the grievance with the employee, shall make such investigation as deemed appropriate and shall consult with superiors to such extent as deemed appropriate, all on an informal basis.
- C. Within five (5) days after presentation of the grievance, the Sheriff or designee shall make a decision and communicate same to the employee presenting the grievance, and to the employee's representative, if any.

## SECTION 4. SECOND STAGE

- A. If an employee presenting a grievance is not satisfied with the decision made by the Sheriff or designee, he/she may, within five (5) days thereafter, request a review and determination of the grievance by the Legislature or its designee. Such request shall be in writing and shall contain a statement of the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the Legislature and the Sheriff or designee to whom the grievance was originally presented. Within five (5) days of receiving such request, the Sheriff or designee shall submit to the Legislature a written statement of all information concerning the specific nature of the grievance and the facts relating to it.
- B. The Legislature or its designee may, and at the request of the employee shall, hold an informal hearing within twenty (20) days following the receipt of the written request and statement from the employee. The employee and representative, if any, may appear at the hearing and present oral or written statements or arguments.

- C. Within ten (10) days after the close of the hearing, or within ten (10) days after the grievance has been submitted if there be no hearing, the Legislature, or its designee, shall make its decision in writing and communicate the same to the employee presenting the grievance, and to the employee's representative, if any.

#### SECTION 5. ARBITRATION PROCEDURE

- A. In the event that a grievance is unresolved after being processed through all the steps of the grievance procedure, or having moved through the grievance procedure by default, then not later than thirty (30) calendar days after the second stage procedures are complete, or thirty (30) calendar days after the time limits required in the grievance procedure have run, the Deputies Association of the County of Steuben may initiate the arbitration process by notifying a permanent arbitrator as set forth below and simultaneously notifying the County that there is a need for an arbitration hearing by submitting a demand for arbitration to the county and the permanent arbitrator.
  - 1. There will be one (1) permanent arbitrator for the duration of the collective bargaining agreement or until such time as the parties to the agreement agree to name others or to use the Public Employment Relations Board (PERB) and its procedures for the selection of an arbitrator to hear disputes raised under ARTICLE XVII - GRIEVANCE PROCEDURE of the collective bargaining agreement.
  - 2. The permanent arbitrator is designated as Douglas Bantle.
  - 3. When the Association submits a demand for arbitration, it shall submit a written request for arbitration to the designated arbitrator, with a copy to the County Attorney.
  - 4. In the case the arbitrator is no longer able to hear cases the parties will have thirty (30) days to mutually agree upon a replacement.
  - 5. If the parties are unable to mutually agree upon a replacement, the New York State Public Employment Relations Board shall become the administrative agency for the selection of arbitrators to hear disputes between the parties.
  - 6. If the designated arbitrator becomes unavailable during the life of the agreement, the parties will confer as soon as possible in an effort to designate a replacement arbitrator. If the parties are unable to agree on replacements the Association will contact PERB for a list of seven (7) arbitrators.
  - 7. The parties shall meet within thirty (30) calendar days to alternately strike names from the list from PERB. The last arbitrator remaining on the list shall be designated as the permanent arbitrator for the duration of the Contract.
- B. The arbitrator shall have no power to subtract from or modify any of the provisions in this Agreement.

- C. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.
- D. All awards of back pay shall be limited to the amount of wages employee(s) would have earned from his employment with the County, less any other compensation for personal services that the employee has received from any source during said period.
- E. The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator including taking and transcribing of the record or testimony and decision, and the costs of the hearing room, if any, all shall be shared equally by the County and the Deputies Association of the County of Steuben. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other parties share of the divided costs nor the expenses of witnesses or participants called by the other.

**SECTION 6. WAIVER OR EXTENSION OF TIME: TIME FOR DISCUSSION AND HEARINGS**

- A. The time limitations for presentation and resolution of grievance as hereinabove fixed may be waived or extended by mutual agreement of the parties involved.
- B. All discussions and hearings between an employee, Sheriff or designee, proper committee and grievance board shall, so far as practicable, be conducted during regular working hours.

**SECTION 7.**

Variances from these rules may be authorized after recommendations of the County Administration Committee and the President of the Deputies Association of the County of Steuben, and action by the Steuben County Legislature.

ARTICLE XVIII  
2013-2016 SALARY SETTLEMENT

SECTION 1.

Addendum II, attached hereto and made a part hereof, fully contains the "County Job Classifications by Salary Grade" updated by additions and revisions as of the signing of this Agreement by contract negotiations and resolution of the Legislature, Addendum III, attached hereto and made a part hereof, fully contains the "Salary Grid" for the contract years 2013-2016. The 2013 Salary and the 2014 Salary shall be paid retroactive to the date of signing.

2013 Salary = 2.0% increase on the 2012 schedule effective July 1, 2013.

2014 Salary = Effective January 1, 2014, there will be a 2.0% increase on the 2013 schedule.

Effective January 1, 2015 = members will receive a 2% increase for all grades on the 2014 schedule.

Effective January 1, 2016 = members will receive a 2% increase for all grades on the 2015 schedule.

New employees will be hired at Step 1 and will remain at such rate for at least one year. For employees hired before 1998, the step eligibility date will be January 1. For employees hired after January 1, 1998 the date will be either July 1 or January 1 after they have completed the one year of service.

Effective January 1, 1994, January raises are to be inclusive of the January 1st pay period when the contract does not require retroactive pay. (Any December days to include rate change.)

## SECTION 2. REINSTATEMENT AND PROMOTION

A. All Deputy Sheriff's who are re-hired or reinstated as lateral transfers by the County of Steuben with at least two (2) years prior Steuben County Sheriff's Office permanent, full-time experience\*\* as a Deputy Sheriff or Building Security Deputy, will have a choice of 1 or 2 below.

**\*\*All permanent, full time experience will be confirmed by appropriate Civil Service documents, such as a roster record or similar record.**

1. All former Deputy Sheriff's shall be reinstated at the same salary step they held when they left their prior employment with Steuben County. The lateral transfer may start the progression up the salary grid, as outlined in accordance with the provisions of the current collective bargaining agreement. Employees hired after Jan 1, 1998 the date of salary increase will be on January 1 or July 1, after completing one year of service from the new date of hire without prejudice.

*Example: Deputy X completes a lateral transfer from Anywhere PD to the SCSO. Deputy X had prior SCSO full-time Deputy Sheriff experience and left at Year 3. Deputy X's starting salary will be at Year 3 and after completion of one year of service will move to Year 4 on either January 1 or July 1. Deputy X will continue to climb the salary grid as years of service are completed.*

### **OR**

2. All former Deputy Sheriff's shall be reinstated as follows:  
For every (2) years of outside permanent, full-time\*\* law enforcement experience, as a Deputy Sheriff or Police Officer, a lateral transfer has acquired, he/she shall be credited with (1) one year on the SCSO Year grid. The maximum salary Year step for any outside lateral transfer covered in this category shall be Year 4. The lateral transfer may begin the progression up the salary grid, as outlined in accordance with the provisions of the current collective bargaining agreement. Employees hired after Jan 1, 1998 the date of salary increase will be on January 1 or July 1, after completing one year of service from the new date of hire without prejudice.

*Example: Deputy X completes a lateral transfer from Anywhere PD to the SCSO. Deputy X has 6 years full-time experience with Anywhere PD. Deputy X's starting salary will be at Year 3 and will move to Year 4, on January 1, or July 1 after completion of one year of service with the County of Steuben. Deputy X will then continue to climb the salary grid as years of service are completed.*

B. Any new full-time, permanent appointments, as Deputy Sheriff or Building Security Deputy, from a valid competitive civil service list, may be hired up to Year 4 of the salary grid based on past permanent law enforcement experience in New York State. For every two (2) years of full-time, permanent NYS law enforcement experience a new hire has acquired, prior to being appointed to SCSO, he/she will be credited with one (1) year on the salary grid up to a

maximum of Year 4. The new hire will continue progression up the salary grid, as outlined in accordance with the provisions of the current collective bargaining agreement.

- C. Any Deputy Sheriff hired as a lateral transfer, regardless of their years of full-time service with the SCSO or any other law enforcement agency, shall not be given preference in “in-house” seniority in regards to vacation, longevity, or any other benefit other than those described in the current collective bargaining agreement. “In-house” seniority for any Deputy Sheriff hired as a lateral transfer shall be the lateral transfer’s new date of hire.
- D. An employee who is promoted to a higher classification or title shall remain in their current Year when moving to the higher pay grade due to a promotion. Promotion movement shall continue within the same Year without change.

### SECTION 3. LONGEVITY INCREMENTS

- A. No time shall be credited for the hereinbefore stated longevity increments for seasonal, or part-time employment, or provisional employment unless such is continuous and results in permanent status.
- B. The Sheriff shall certify to the Commissioner of Finance and Personnel Officer of the County Personnel Department in writing the date of the employee becoming entitled to the above longevity increments. Such officer or employee in order to qualify for such longevity increments must be certified by the County Personnel Department to have been listed on the Steuben County payrolls certified by the County Personnel Department and the pay checks of such officers or employees to have been actually issued and paid by the Steuben County Finance to such officer or employee during such periods of longevity.
- C. Such longevity increments for employees shall not be retroactive for any year that has passed for which any officer or employee has failed to apply for such longevity increments, it being the intent of the Legislature that any officer and employee who is entitled to such longevity increments shall make timely application in the year he/she becomes entitled to the same.
- D. Exceptions in regard to the granting of the aforementioned longevity increments may be made concerning special circumstances, only upon the recommendation of the Administration Committee and the adoption of an authorizing resolution by the Legislature.

- E. Earned longevity increments shall be as follows:
  - 1. \$ 400.00 after 10 years continuous service;
  - \$ 800.00 after 15 years continuous service;
  - \$1,200.00 after 20 years continuous service;
  - \$1,600.00 after 25 years continuous service.

SECTION 4.

All employees whose majority of their regularly scheduled shift falls after 4:30 P.M. and before 8:00 A.M. shall be paid an additional one dollar (\$1.00) per hour for all work performed on their regularly scheduled shift.

ARTICLE XIX  
HEALTH INSURANCE

SECTION 1.

- A. Effective January 1, 2015, health insurance will be provided under Excellus BC/BS Plan I.
- B. The health insurance premium contributions for all employees shall be as follows:

<u>Effective date</u>	<u>Individual Plan</u>		<u>Family Plan</u>	
	with Wellness	without Wellness	with Wellness	without Wellness
2013	9%	NA	9%	NA
2014	9%	NA	9%	NA
January 1, 2015	10%	NA	10%	NA
January 1, 2016	12%	14%	12%	14%

Employee will be eligible for the Wellness premium when they have completed the Mayo Clinic Health Assessment and biometric testing by:

- November 1, 2015 for insurance premiums beginning January 1, 2016.
- November 1, 2016 for insurance premiums beginning January 1, 2017.

- C. The Employer shall continue to provide Blue Shield Dental Schedule A. The County will cover the cost of this plan.
- D. Effective January 1, 2013, the drug co-pay shall be modified to three-tier drug plan: \$5.00 for generic brands or Tier 1, \$15.00 for more widely used Brand Name Drugs or Tier 2, and \$30.00 for newer Brand Name Drugs or Tier 3. Effective January 1, 2015, the drug co-pay shall be modified to \$5.00 for generic brands (Tier 1) and \$20.00 for more widely used Brand Name Drugs (Tier 2), and \$40.00 for newer Brand Name Drugs (Tier 3). See chart.



	<b>Steuben County Health Plan 2013</b>	<b>Steuben County Health Plan 2014</b>	<b>Steuben County Health Plan 2015</b>	<b>Steuben County Health Plan 2016</b>
<b>Primary Care</b>	\$10	\$10	\$15	\$15
<b>Rx co-pay</b>	\$5/15/30	\$5/15/30	\$5/20/40	\$5/20/40
<b>Rx: Children &lt; 19yrs</b>	\$0 generic	\$0 generic	\$0 generic	\$0 generic
<b>SteubenMeds</b>	\$0 brand name	\$0 brand name	\$0 brand name	\$0 brand name
<b>Allergy tests</b>	\$10	\$10	\$15	\$15
<b>Hospital co-pay</b>	\$0	\$0	\$100	\$100
<b>ER co-pay</b>	\$50	\$50	\$100	\$100
<b>Urgent care co-pay</b>	\$25	\$25	\$25	\$25
<b>Ambulance</b>	\$10	\$10	\$15	\$15
<b>Out patient radiology</b>	\$10	\$10	\$15	\$15
<b>Out patient Lab</b>	\$0	\$0	\$0	\$0
<b>MRI, PET, CAT scan*</b>	\$10*	\$10*	\$15*	\$15*
<b>Physical Therapy</b>	\$10	\$10	\$15	\$15
<b>Ambulatory Surgery</b>	\$10	\$10	\$15	\$15
<b>INN Deductible</b>	\$0	\$0	\$0	\$0
<b>INN co-Insurance</b>	0%	0%	0%	0%
<b>OON Deductible</b>	\$250/\$750	\$250/\$750	\$500/\$1,500	\$500/\$1,500
<b>OON Co-insurance</b>	20%	20%	20%	20%
<b>Max out of pocket</b>	\$1,000/\$3,000	\$1,000/\$3,000	\$1,250/\$3,750	\$1,250/\$3,750

\*Pre-certification required  
 INN = In Network  
 OON = Out of Network

- E. The County and the Deputies Association of the County of Steuben agree to jointly explore alternatives to the current hospitalization plan and an extended disability plan to cover employees for catastrophic illnesses or injuries beyond their present level of sick pay.
- F. An IRS 125 Plan will be made available for all members covered by this agreement.
- G. The County will pay the cost of the Vision Service Plan.

H. Insurance Buyout:

Effective January 1, 2010, a member may opt out of Steuben County health insurance coverage and receive an annual buyout payment of \$1000, one thousand dollars. The member must give written notice to opt out to the County Personnel Department by December 1<sup>st</sup> of the current year which will be effective January 1<sup>st</sup> of the year immediately following. The employee will receive the buyout payment on December 1<sup>st</sup> of each year that health insurance coverage was not taken. (See example below.) The member must show proof of current health insurance and sign a certification that he/she will keep this coverage through December 31<sup>st</sup> of each year. A member whose spouse is also employed by Steuben County is not eligible to participate in the buyout program. A member who is covered by Steuben County health insurance for all or a portion of a year will not qualify for the buyout payment for that year. A life-altering event (for example, but not limited to death, divorce, lay-off) may allow the buyout decision to be rescinded. An employee's decision to opt out shall continue unless rescinded in writing by the employee. Reinstatement to the County health insurance plan shall occur approximately one month following notice of the decision to rescind. Absent a life-altering event, members may only reinstate their health insurance effective January 1.

Example

<u>Decide to opt out</u>	<u>No Health Insurance</u>	<u>Buyout payment</u>
December 1, 2010	January 1, 2011	December 1, 2011
December 1, 2011	January 1, 2012	December 1, 2012
December 1, 2012	January 1, 2013	December 1, 2013

SECTION 2.

That Medicare, Part B. (Medical Insurance) payments shall be reimbursed in full to any Steuben County employee now working under this coverage.

SECTION 3.

The rules and regulations for Blue Cross-Blue Shield County Employees Group and Retired Employees Medicare Extended Group are as follows:

A. County Employees Group

1. Membership -- All bargaining unit members.

2. Payment of Premiums - The County shall contribute monthly toward the premium with the employee or officer paying the remainder. The employee's share of the premium will be deducted bi-weekly. In the event that the employee is leaving the service of the County for any reason, the premium for the succeeding month may be deducted from the last check. If an employee is on temporary disability not to exceed six (6) months and is not drawing a paycheck, he/she may pay his/her share of the premium to the Steuben County Finance on or before the fifteenth (15th) of the month preceding the date of the billing. In the event both a husband and wife shall participate in the family coverage the Steuben County Finance Department shall contribute monthly twice the County contribution as long as both are employees or officers of the County.
3. In the event any employee or officer shall hold more than one job or office on County employment, such employee or officer shall not be entitled to more than a single County contribution per month.
4. The rule of procedure in regard to educational leave of absence without pay shall be that the employee who wishes to continue under the County Group Health Insurance Plan shall be obligated to pay the premium as has been the standard procedure for other employees on leaves of absence without pay for other authorized reasons.
5. Coverage -- Membership in the group will be on the acceptance of the full coverage available only by exception by Blue Cross-Blue Shield rulings.

B. Retired Employees -- Medicare Extended Groups

1. Membership -- Any employee or officer who has been a member of the County's groups while in the employ of the County of Steuben who retires from service shall be entitled to membership.

Dependents of the above-mentioned employees or officers when either are over sixty-five (65) or when they survive the employee, officer or Legislator.

2. Payment of Premiums - Premiums will be payable to the Steuben County Finance on or before the fifteenth (15th) of the month preceding the date of billing. The employer will contribute the following toward the health insurance costs of retiring individual for the life of the employee only:
  - 25% after 15 years with Steuben County
  - 50% after 25 years with Steuben County
3. Coverage -- Coverage in this group will follow the same line as when in the employment of the County. If the employee had a single coverage while working, that is all he or she may have in this group. Membership in these groups will accept the full coverage available at the discretion of Blue Cross-Blue Shield.

ARTICLE XX  
LIFE INSURANCE

SECTION 1. In the event that County Officers and Employees qualify and duly establish a Group Life Insurance Plan for County Officers and Employees, then and in such event it is hereby provided that the Commissioner of Finance or other paying officer for the County, shall deduct from the wages of County Officers and Employees and remit to the proper insurance carrier or organization the regular premiums for those officers and employees who sign authorizations permitting such payroll deductions.

ARTICLE XXI  
PHYSICAL EXAMINATIONS

SECTION 1. When the County and/or the State requires a physical examination the County shall designate the doctor for the physical and pay all costs for said physical. If an employee elects to choose a different physician for a required County or State physical the County will reimburse the individual for the first ten dollars (\$10.00) of the cost upon the presentation of the doctor's report for the individual's required examination. Such physical examinations, whenever possible, will be accomplished during normal working hours.

ARTICLE XXII  
RETIREMENT

SECTION 1. The County agrees to continue the noncontributory retirement plan, as contained in Section 75-i of the Retirement and Social Security Law of the State of New York, known as the Twenty-five (25) year career plan, as presently or hereafter amended by law. The County also agrees to provide Section 89-b and 89-m retirement benefits for its employees.

SECTION 2. Employees hired after July 1, 1976, are not eligible for the aforementioned plan. Employees hired after said date shall be eligible for retirement benefits as prescribed by Article 14, of the New York State Retirement and Social Security Law.

SECTION 3. The County agrees to provide for eligible employees the \$20,000.00 ORDINARY DEATH BENEFIT PLAN KNOWN AS "SECTION 60-B."

SECTION 4. The County agrees that in the event the New York State Legislature authorized the "buy-back" of military service time for retirement credit then the County will take all steps necessary to insure that its employees have the opportunity to avail themselves of such buy-back provision.

SECTION 5. Upon accepting a 41-j by all County 75-i members, the benefit will be provided to the applicable Association members.

SECTION 6. Effective January 1, 2006, employees shall be covered by the provisions of Article 551e of the Retirement and Social Security Law (25 year with additional 1/60<sup>th</sup> -Sheriff's service only - retirement plan)

ARTICLE XXIII  
TERMINATION/SEVERANCE COMPENSATION

SECTION 1. It is agreed to pay 50% of accumulated unused sick leave benefits upon termination or severance from employment after ten (10) years of service. Accumulation of sick leave is not to exceed one thousand, four hundred forty (1440) hours as previously provided.

SECTION 2. The employee may elect to apply all or any part of such compensation towards the cost of health insurance coverage as defined in Article XIX, Section 3, Paragraph B, Sections 1, 2, and 3.

SECTION 3. Any employee who is terminated for cause shall forfeit sick leave termination pay.

ARTICLE XXIV  
WORKERS' COMPENSATION

SECTION 1. Employees injured and coming within the provisions of the Workers' Compensation Law shall be entitled to compensation under the law and no charge shall be made against employee's accumulated sick leave for such time as the employee may be drawing compensation. The employing officer or Sheriff or designee shall file with the Personnel Department of the County and with the Administrator of the County Self-Insurance Plan, in cases of injuries coming under the Workers' Compensation Law, a certificate of such absence together with the reason therefore. All employees while under Workers' Compensation benefits may elect to take sick leave for the first seven (7) days of their injury in lieu of any compensation benefits due them. Any benefits from Workers' Compensation covering the first (7) days will revert to the proper budgetary item of the Sheriff's Office. Sick leave credits, equal to money value (computed to the nearest half day) of the above credits which is reimbursed by the County Self-Insurance Plan to the Employer, shall be restored to the employee's credit.

SECTION 2. Effective January 1, 1981 the County shall provide an automotive liability insurance protection plan for the total of \$500,000 liability protection for any employee who uses his/her automobile while on the job and who is conducting official County business. Said employee must first provide coverage at their own expense for the initial \$100,000 automotive liability insurance protection plan on their automobile to be eligible for coverage under the County's automotive liability insurance.

SECTION 3. All sections under this article shall conform to the General Municipal Law 207-c.

ARTICLE XXV  
RULES FOR PERSONAL EXPENSES FOR COUNTY EMPLOYEES

SECTION 1. TRAVEL

- A. Headquarters of all employees shall be designated as the administrative office of the Sheriff's Office. In some cases field offices of certain departments may be designated for the convenience of the County as the Headquarters for an employee. Such designation shall be made in writing by the Sheriff or designee and shall be filed in the office of the Commissioner of Finance and the Clerk of the Legislature.
- B. In the event that an employee travels directly from home to a field assignment, he/she shall be reimbursed for the mileage from home or from assigned headquarters, whichever is the less.
- C. Travel between home and department headquarters shall be considered reimbursable only when the County business is conducted enroute, and then only for the amount of those miles driven in excess of the miles necessary for the employee to reach department headquarters. Travel between home and headquarters shall be reimbursed if County business requires extra trips.
- D. Travel shall be reimbursable at the rate of twenty-two cents (\$.22) per mile for privately owned cars but in no event shall any additional mileage be allowed for more than one person traveling in the same car.
- E. Parking and garage storage expense will be reimbursable only outside Steuben County and must be supported by receipts.
- F. Thruway and other tolls will be reimbursable only upon the presentation of receipts.
- G. No receipts will be required for taxi fares.
- H. Travel by public transportation methods such as railroad, air or bus, shall be supported by ticket stubs, envelopes, or other evidence of the amount, but no tax shall be included.
- I. Every effort shall be made so that more than one employee can ride in the same car when traveling outside the County to the same place.
- J. Not more than one round trip shall be reimbursed on each occasion, in going to and from airports, railroad stations, etc.
- K. Travel within the County by a County employee for the purpose of giving talks or demonstrations before organizations or groups shall not be reimbursable except:
  - 1. If a County Officer designates an employee to appear or talk before a group or organization the employee will be reimbursed for travel expense.

2. For the purpose of promoting public safety or for the purpose of recruiting volunteer workers. Example: (Civil Defense workers and similar functions.)
3. When the duties of the employee as set up by Law or Resolution of the Legislature shall require such talks or demonstrations.

## SECTION 2. MEALS

- A. Employees will be reimbursed for meals at the rate of six dollars (\$6.00) for lunch and ten dollars (\$10.00) for dinner in accordance with the following provisions. A proper receipt must be submitted with the reimbursement claim.
- B. The reimbursement allowance for a meal may be increased up to a maximum of \$5.00 for any duly authorized conference or committee meeting within the County. A proper receipt must be submitted with the reimbursement claim.
- C. No meal shall be reimbursable in the community where an employee's headquarters are located, or in the community in which an employee lives except when he or she is attending a committee meeting or conference. The term "employee's headquarters" shall be defined as that community where the County maintains an office in which the employee works the majority of duty time on a monthly basis.
- D. No lunch shall be reimbursable unless the employee's travel is such that it is necessary for him to leave headquarters or community where he/she lives, prior to 11:00 A.M. and does not return to the same prior to 2:00 P.M. A proper receipt must be submitted with the reimbursement claim.
- E. In the event of overtime for employees working on an hourly basis that receive payment for the total number of hours worked, they may only be reimbursed for meals on the same basis as in Rule 2-C above. It is the intent that Rule 2-E shall be applied only when the Sheriff or designee feels unusual circumstances warrant the same.

## SECTION 3. LODGING

All claims for lodging shall be supported by receipts showing amount, date, location and the name of the hotel or motel. In case of double occupancy, receipts should show the charges for the person claiming the reimbursement or it shall be divided evenly between occupants of the room.

## SECTION 4. TIPS AND GRATUITIES

No claim shall be made or allowed for any tip or gratuities EXCEPT in those cases when a service charge is added to the bill submitted by a hotel or restaurant in which case reimbursement may be claimed if included in the receipt furnished to support the lodging or restaurant charge.

SECTION 5. UNIFORMS

- A. The County agrees to furnish any uniforms, or special equipment which has been determined by the Legislature to be required, to be worn as used by an employee in performance of county duties. The design and purchase of such uniforms and equipment shall be specified by the County. Employees will maintain uniforms and other apparel including the cleaning and laundering of same. Employees shall also provide normal maintenance of other personal equipment supplied by the County and used by the employee in his/her job.
  
- B. Effective January 1, 2010, the County agrees to furnish the following equipment:  
  
(3) long sleeve shirts, (3) short sleeve shirts, (3) pairs of pants, (1) road patrol Stetson, (1) raincoat, (1) tie, (1) tie bar, (1) garrison belt, (1) nameplate, (1) uniform badge, (1) wallet badge, (1) badge wallet, (1) set of collar brass, (1) pair of service boots, (1) service jacket, (4) belt keepers, (1) set of handcuffs, (1) handcuff case, (1) duty belt, (1) holster, (1) mag. holder, (1) bulletproof vest, (1) service weapon – at the Sheriff’s discretion.  
  
The Association recognizes that some of the above items must be ordered specifically for the member being hired and that a reasonable time frame for such items will be allotted. The time frame extension for the issuance of such items shall not exceed 30 days, unless said item is on backorder through the County vendor.
  
- C. Worn out or damaged uniforms or equipment must be returned to the County before replacements will be issued.
  
- D. Upon termination employees shall return all uniforms and equipment supplied by the County, or be liable for the value of such items.
  
- E. It is agreed to pay \$450.00 per year for plain clothes employees of the Criminal Investigation Unit.

ARTICLE XXVI  
CONVENTION AND CONFERENCE ATTENDANCE

SECTION 1. Employees of the County may attend conventions and conferences upon authorization of the officer in charge of the office or department and approval of the Chairman of the Legislature, and no voucher for expenses shall be audited until such authorization has been given or approved.



ARTICLE XXVII  
SHERIFF'S OFFICE

SECTION 1. All Deputies and all other Sheriff's Office employees in the Deputies Association of the County of Steuben bargaining unit shall, after 78 weeks of satisfactory service from their first date of hire with the County, will be granted the following tenure job protection layoff and recall provisions.

- A. TENURE: No employee in the Sheriff's Office can be suspended, demoted, removed from his/her position without just cause. In the event an employee is made subject to discipline the following procedures are in force.
1. The Sheriff will provide to the employee the reason(s) or the discipline and/or discharge and the penalty. The reason(s) will include a detail of the charges against the employee.
  2. The employee will, upon receipt of the reason(s), respond in writing within ten (10) calendar days by either accepting or rejecting the Sheriff's action and reason(s) therefore. If the employee accepts the Sheriff's action the employee waives all rights to a redress in any forum and the penalty, if any, shall be imposed thereon. If the employee rejects the Sheriff's action the following procedures will be followed:
    - a. The employee with a representative will meet with the Sheriff to attempt a settlement. Said meeting will take place within ten (10) calendar days of the employee's notice of rejection.
    - b. If, within five (5) calendar days of the meeting in "a.", no settlement is reached the parties will submit the dispute to arbitration as per the applicable provisions of the Grievance Procedure.
    - c. The arbitrator and the parties will be bound by the applicable provisions of the Arbitration Section 5. of the Grievance Procedure.
    - d. If the grievance is denied, the disciplinary record shall be part of the employee's permanent employment file. If the grievance is sustained the disciplinary material shall be expunged.
  3. The employee will be represented at all lower stages of this procedure by the representative of his/her choice, except that, the Association will have the right to be present and will receive copies of any settlement reached as a result of the meeting in "a".
- B. If two (2) or more employees are hired on the same date, their relative seniority shall be determined by lot.
- C. An employee who transfers job title(s) during the life of this agreement shall not receive a lower rate of pay as a result of such transfer, except if such transfer is voluntary to a lower job title then such a reduction will be immediate.

## SECTION 2.

Layoff and recall shall be in accordance with the provisions of the New York State Civil Service Law.

## SECTION 3.

Each Deputy Sheriff and Investigator shall be entitled to \$100.00 a year cleaning reimbursement benefit, with proper receipt, in addition to any and all other compensation.

## SECTION 4.

Right to Representation - In all matters where the Sheriff summons an employee to a meeting involving discipline the employee shall have the right to be represented by the Association. The meeting can not take place until the employee's representative is present, but in no case, shall the meeting not take place within forty-eight (48) hours after the Sheriff's request. The Sheriff, at his discretion, can agree to extend this period.

## SECTION 5.

Personnel Files - The Civil Service Office will maintain the official personnel file. Whenever any material is to be placed in an employee's file he/she will be informed and if said material is derogatory in nature the employee will have a right to meet the author of said material and the Sheriff before placement in said file. He/she may write a response to said derogatory material or may grieve its placement. In such case the procedure in Section A. 2. will be followed.

## SECTION 6.

The parties agree to continue negotiating changes in procedure for employee evaluations.

### Employee Evaluation

- A. The Sheriff or designee shall evaluate all members of the Office once per year. The above will be permanent employees working in permanent grade positions. Any person designated to evaluate performance shall complete an Evaluator Course before doing any evaluations.
- B. The evaluation shall be conducted with the open and complete knowledge of the employee.
- C. The evaluator and employee shall, within ten (10) days meet to discuss the employee's evaluation.
- D. At the conference the employee will sign and receive a copy of the evaluation.
- E. The employee may make such comments as he/she wishes concerning the evaluation. If an employee does not agree with the evaluation he/she may, within ten (10) days after the signing of the evaluation, appeal the evaluation to the Sheriff. The Sheriff shall have ten (10) working days to render a decision on the appeal. If the employee is not satisfied with the decision of the Sheriff, the employee may within ten (10) working days of receipt of the decision from the Sheriff, appeal the evaluation to the Public Safety and Corrections Committee. The Public Safety and Corrections Committee shall hold a

hearing at their next regular meeting after receipt of the appeal to hear the employee's objections to the evaluation. The employee shall have the option of appearing in person or submitting his/her objections in writing to the Chair of the Public Safety and Corrections Committee. The Chair of the Public Safety and Corrections Committee shall render a decision within ten (10) working days. The decision of the Public Safety and Corrections Committee shall be final and binding.

F. A copy shall be placed in the employee's official personnel file. (See Addendum IV, evaluation form, attached.)

G. An evaluation, by itself, cannot be used for discipline.

SECTION 7. The County agrees to provide bonding for all unit personnel, who are required, as a condition of employment to handle money.

ARTICLE XXVIII  
LEGISLATIVE ACTION-SECTION 204-a TAYLOR LAW

SECTION 1. IT IS AGREED BY AND BETWEEN THE PARTIES HERETO 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 XXIX  
APPLICATION

SECTION 1. The terms of this agreement apply to all bargaining unit members except department heads, elected officials, and county officers as listed in Addendum "I" attached hereto and made a part hereof.

SECTION 2. No legal right of employment presently enjoyed by any bargaining unit member shall be abrogated by this agreement, except such as are abridged, abrogated or modified by this agreement or by applicable law.

SECTION 3. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXX  
SAVINGS CLAUSE

SECTION 1. Should any provision of this agreement be declared unlawful by any court of competent jurisdiction, the parties hereto shall honor the remainder of the agreement and shall meet for the purpose of renegotiating that portion declared unlawful.

ARTICLE XXXI  
AGREEMENT

SECTION 1. The foregoing constitutes the entire agreement between the parties hereto, and no verbal statement or other agreement, except an amendment in writing annexed herein and designated as an amendment to this agreement shall supersede or vary provisions herein.

SECTION 2. As aforementioned herein, it is mutually agreed that the County Administration Committee from the County Legislature and a duly delegated representative Committee of the Deputies Association of the County of Steuben shall convene in periodic joint meetings as deemed reasonable and necessary for the purpose of reviewing and resolving any matters of differences regarding the terms of this contract. The parties shall discuss and review problems of safety and orientation for new employees. A three member committee selected by the Association will review and advise the Sheriff or designee on the specifications for the purchase of new equipment.

ARTICLE XXXII  
EFFECTIVE PERIOD

The terms of this Agreement shall be effective from January 1, 2013 to December 31, 2016, both dates inclusive.

IN WITNESS WHEREOF, the parties hereto shall have caused this Agreement to be signed by their duly authorized officers and their corporate seals to be hereto affixed this \_\_\_\_ day of MONTH 2014.

Attest:

COUNTY OF STEUBEN

\_\_\_\_\_  
David V. Cole  
Sheriff

\_\_\_\_\_  
Joseph J. Hauryski  
Chairman, Legislature

\_\_\_\_\_  
Brenda K. Mori  
Witness: Clerk of the Legislature

Attest:

ASSOCIATION

\_\_\_\_\_  
Robert McDaniels  
President, Deputies Association

\_\_\_\_\_  
Donald Lewis  
Treasurer, Deputies Association

**ADDENDUM I**  
DEPARTMENT HEADS, ELECTED OFFICIALS AND COUNTY OFFICERS NOT  
INCLUDED IN BARGAINING UNIT

---

CHIEF DEPUTY SHERIFF  
JAIL PHYSICIAN  
JAIL SUPERINTENDENT  
SHERIFF  
UNDERSHERIFF  
SECRETARY

RELATIVE TO ADDENDUM I

Officers and employees, who because of the applicable section of the Taylor Law hereinbefore mentioned concerning their being in a confidential relationship regarding the operation of County Government are listed in Addendum I as being excluded from the "Association Bargaining Unit", nevertheless as being under the regulations of the Civil Service Law and those in the classified service with permanent status, shall be governed by the rules, procedures, regulations and appropriate benefit provisions set forth in this agreement, however, it is understood and agreed that such county officers and employees being classified as confidential employees under the Taylor Law are excluded from membership in the "Association Bargaining Unit" and listed in Addendum I are, in accordance with the Taylor Law, forbidden from having any connection with, or in any way, taking part in any matter relative to the operation, procedures, negotiations, etc. of the "Association Bargaining Unit" at any time.

**ADDENDUM II**

STEUBEN COUNTY JOB CLASSIFICATION BY SALARY GRADE

---

GRADE XI  
Building Security Deputy  
Deputy Sheriff

GRADE XII  
Deputy Sheriff Corporal

GRADE XIII  
Criminal Investigator  
Deputy Sheriff Sergeant

GRADE XIV  
Senior Criminal Investigator

**ADDENDUM III**

January 1, 2013 – December 31, 2016

2013

	Year 1	2	3	4	5	6	7	8	9	10	11
-											
Deputy Sheriff	33,836	35,868	37,900	39,932	41,964	41,964	47,115	47,115	49,936	49,936	52,757
DS Corporal	35,467	37,499	39,531	41,563	43,595	43,595	50,275	50,275	52,532	52,532	54,789
Deputy Sheriff Sergeant/Criminal Investigator	37,578	39,610	41,642	43,673	45,705	45,705	52,307	52,307	54,564	54,564	56,821
Sr. Criminal Investigator	38,829	40,861	42,893	44,925	46,957	46,957	54,337	54,337	56,595	56,595	58,852

2014

	Year 1	2	3	4	5	6	7	8	9	10	11
-											
Deputy Sheriff	34,513	36,586	38,658	40,731	42,803	42,803	48,057	48,057	50,935	50,935	53,813
DS Corporal	36,177	38,249	40,322	42,394	44,467	44,467	51,280	51,280	53,583	53,583	55,885
Deputy Sheriff Sergeant/Criminal Investigator	38,329	40,402	42,474	44,547	46,619	46,619	53,353	53,353	55,655	55,655	57,958
Sr. Criminal Investigator	39,606	41,678	43,751	45,823	47,896	47,896	55,424	55,424	57,727	57,727	60,029

2015

	1	2	3	4	5	6	7	8	9	10	11
Deputy Sheriff	35,203	37,317	39,431	41,545	43,659	46,339	49,018	50,486	51,954	53,421	54,889
DS Corporal	36,900	39,014	41,128	43,242	45,356	48,831	52,306	53,480	54,655	55,829	57,003
Deputy Sheriff Sergeant/Criminal Investigator	39,096	41,210	43,324	45,438	47,552	50,986	54,420	55,594	56,768	57,942	59,117
Sr. Criminal Investigator	40,398	42,512	44,626	46,740	48,854	52,693	56,532	57,707	58,882	60,056	61,230

2016

	1	2	3	4	5	6	7	8	9	10	11
Deputy Sheriff	35,908	38,064	40,220	42,376	44,532	47,265	49,999	51,496	52,993	54,490	55,987
DS Corporal	37,638	39,795	41,951	44,107	46,263	49,808	53,352	54,549	55,748	56,945	58,143
Deputy Sheriff Sergeant/Criminal Investigator	39,878	42,034	44,190	46,346	48,503	52,005	55,508	56,706	57,903	59,101	60,299
Sr. Criminal Investigator	41,206	43,362	45,518	47,675	49,831	53,747	57,663	58,861	60,059	61,257	62,454



Addendum IV

*Steuben County Sheriff's Office*



**Performance Appraisal Instrument**

<b>Name:</b>	<b>Date of Entry:</b>
<b>Rank:</b>	<b>Date of Rank:</b>

<b>Type of Rating:</b>	<b>Rating Period:</b>

<b>Job Related Technical Skills (E.g., K9, CIRT, Hostage Negotiator, etc.):</b>
<b>Professional Goals</b>

<b>Overall Rating</b> <b>Satisfactory</b> <input type="checkbox"/> <b>Unsatisfactory</b> <input type="checkbox"/>
<b>First Line Rater's Signature / Date</b>
<b>Second Line Rater's Signature / Date</b>
<b>Member's Signature / Date</b>
<b>I Wish to Appeal This Rating</b> <input type="checkbox"/>

**JOB TASKS AND STANDARDS OF PERFORMANCE**

Name:

Date:

Page 2

<b>Teamwork</b>		<b>B</b>	<b>M</b>	<b>E</b>	<b>D</b>
1	<b>INTEGRITY (Mandatory Task)</b> Possesses knowledge of organizational standards as set forth within Sheriff's Office Rules and Regulations. Adheres to laws and Sheriff's Office standards of ethical behavior. Does not allow personal friendships, prejudices or animosities to influence official decisions or law enforcement action.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<b>OFFICER SAFETY (Mandatory Task)</b> Minimizes hazards to self and others by following Sheriff's Office policies and procedures as they relate to the Member's current assignment. Recognizes dangerous and potentially dangerous situations and reacts to minimize them.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	<b>SHARE INFORMATION</b> Exchanges ideas and information with other Members regarding criminal activity and community concerns.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	<b>ASSIST OTHERS</b> Assists other Members when requested or required. Displays respect and courtesy toward others in the workplace.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	<b>NOTIFY SUPERVISOR</b> Keeps the supervisor informed of all important matters within Member's assigned area and reports without delay any unusual conditions or occurrences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	<b>RESPONSE</b> Responds to scene or incident when required. Exercises common sense regarding response when not specifically required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Administration</b>		<b>B</b>	<b>M</b>	<b>E</b>	<b>D</b>
7	<b>RULES, REGULATIONS AND INSTRUCTIONS (Mandatory Task)</b> Maintains working knowledge of Sheriff's Office Rules, Regulations and Instructions, and applies them in a manner consistent with Member's current assignment and the Sheriff's Office Mission, Goals and Objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	<b>EQUIPMENT / VEHICLE MAINTENANCE</b> Maintains vehicles and equipment, including personally issued equipment and uniforms in compliance with standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	<b>SHERIFF'S OFFICE ADMINISTRATION</b> Completes Sheriff's Office administrative duties delegated by Member in charge. Participates in office maintenance to facilitate a clean and efficient work place.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	<b>TIME MANAGEMENT</b> Regularly prioritizes tasks and manages time, allowing assignments to be completed in a timely fashion.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	<b>REPORTS / PAPERWORK</b> Completes clear and accurate documents requiring minimal correction. Regularly submits in a timely fashion.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	<b>OFFICE OPERATIONS</b> Takes responsibility for office operations, such as telephone and reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	<b>PERSONAL APPEARANCE</b> Exercises proper care and attention to person, clothing, and equipment consistent with Sheriff's Office Rules and Regulations and current assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Investigation</b>		<b>B</b>	<b>M</b>	<b>E</b>	<b>D</b>
14	<b>EVIDENCE PROCEDURES</b> Follows the Sheriff's Office procedures in collecting evidence, examining and securing scenes. Documents all investigative steps taken and is able to account for steps not taken.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	<b>CRIMINAL / NON-CRIMINAL CASES</b> Conducts thorough criminal and non-criminal investigations. Documents information received and investigative steps taken and can account for those steps not taken. Informs complainant of case status and/or refers complainant to appropriate resource.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	<b>ACCIDENT INVESTIGATION</b> Secures scene to ensure public safety, requests assistance as necessary, conducts interviews and documents information to determine cause. Clears scene in a timely manner. Takes appropriate corrective and/or enforcement action.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	<b>CRIME PREVENTION</b> Conducts checks of commercial, residential, and/or remote areas, as well as high crime areas, in an effort to prevent and detect crime. Provides information to the public regarding crime prevention.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B = Below Standard

M = Meets Standard

E = Exceeds Standard

D = Does Not Apply

**JOB TASKS AND STANDARDS OF PERFORMANCE**

Name:

Date:

Page 3

<b>Enforcement</b>		<b>B</b>	<b>M</b>	<b>E</b>	<b>D</b>
18	<b>PENAL LAW</b> Maintains working knowledge of the Penal Law and other criminal laws. Applies them in a manner consistent with Member's current assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19	<b>CRIMINAL PROCEDURE LAW</b> Maintains working knowledge of the Criminal Procedure Law and applies it in a manner consistent with Member's current assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20	<b>VEHICLE AND TRAFFIC LAW</b> Maintains working knowledge of the Vehicle & Traffic Law. Takes proper and appropriate enforcement action on both hazardous and non-hazardous violations consistent with Member's current assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	<b>BASE INTEGRITY</b> Complies with Sheriff's Office policy regarding discipline and actively patrols assigned zone.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	<b>KNOWLEDGE OF PATROL AREA</b> Has working knowledge of roads and landmarks in assigned area. Is able to select direct routes of travel from one point to another. Is aware of unique geographical conditions and hazards in assigned area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23	<b>KNOWLEDGE OF COMMUNITY</b> Interacts with community to address their concerns and crime problems. Identifies resources and develops lines of communication.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Communication</b>		<b>B</b>	<b>M</b>	<b>E</b>	<b>D</b>
24	<b>MEDIA</b> Utilizes the news media to insure dissemination of accurate information to the public or to assist in investigations with the least possible disruption of Sheriff's Office activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25	<b>CITIZENS</b> Displays respect, courtesy and sensitivity in communication with citizens. Is open-minded and communicates without bias or prejudice. Readily conveys information and maintains open lines of communication with complainants, victims, witnesses and citizens.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26	<b>PUBLIC SPEAKING</b> Is knowledgeable about and prepared to present subject matter during speaking assignments. Speaks clearly so that information is readily understood. Listens well, interacts and gives appropriate responses.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27	<b>OTHER AGENCIES</b> Maintains working relationship with various agencies consistent with current assignment. Provides and requests assistance when appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28	<b>COURT / DISTRICT ATTORNEY</b> Prepares for court, confers with DA when applicable. Testifies in a clear and articulate manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29	<b>MEDIATE DISPUTES</b> Mediates non-criminal disputes, offering possible avenues of resolution, in an effort to maintain order and prevent the commission of any criminal offense.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Supervision</b>		<b>B</b>	<b>M</b>	<b>E</b>	<b>D</b>
30	<b>ASSUME LEADERSHIP ROLE (Mandatory Task – Supervisors)</b> Sets example for others by regularly performing at or above all standards. Enables others to enhance performance by providing resources, advice, and support. Supports actions of Members with supervision when necessary. Is open to suggestions and credits others for their contributions. Identifies and properly uses the best attributes of others. Promotes fair treatment of others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31	<b>DELEGATING / DECISION MAKING (Mandatory Task – Supervisors)</b> Obtains sufficient information to exercise a decision making role. Displays willingness to make decisions when necessary and/or required and accepts responsibility for decisions made. Delegates tasks to ensure efficient operation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32	<b>EVALUATING PERFORMANCE (Mandatory Task – Supervisors)</b> Continuously and accurately documents subordinates' behavior and compares that with standards. Confers with subordinates and helps set professional goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33	<b>PLANNING</b> Schedules and deploys personnel consistent with the routine needs of assigned area. Identifies and documents unusual events and concerns affecting assigned area and plans to deal with potential incidents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B = Below Standard

M = Meets Standard

E = Exceeds Standard

D = Does Not Apply

**JOB TASKS AND STANDARDS OF PERFORMANCE**

Name:

Date:

Page 4

<b>Narrative Comments</b>
<u>Letters of Commendation</u>
<u>Letters of Counseling</u>
<u>Rater's Comments</u> (Describe the overall performance of the Member)
<u>Second Line Rater's Comments</u> (Describe the overall performance of the Member)

<b>Performance Appraisal Conference</b>
<u>What is your opinion of your work performance?</u> (Optional)
<u>Specific Goals for Improving Performance</u>

# Rating Categories

Rating categories for each job task are as follows:

- “B” - Below Standard
- “M” - Meets Standard
- “E” - Exceeds Standard
- “D” - Does Not Apply

To complete the job task portion of the appraisal instrument, carefully review the expected standard of behavior for each task. Based on the available documentation, indicate whether the Member’s performance of that task is “**Below**,” “**Meets**” or “**Exceeds**” the standard. The Member’s performance should only be compared to the standard.

Absent any documentation, a Member must be rated as “**Meets**” the standard in an applicable task. Two (2) forms of documentation, indicating behavior that is well above or well below expectations, are **REQUIRED** within the rating period for a Member to be rated as either “**Exceeds**” or “**Below**” the standard.

Contradictory documentation regarding one task within a period will normally result in the Member receiving a rating of “**Meets Standard**.” For example: In one period Deputy Doe received two (2) forms of documentation indicating he exceeded the standard for personal appearance and one documentation indicating he was “**Below**” the standard. He will be rated as “**Meets Standard**.” In the case of a contradictory documentation, if sufficient documentation exists, a supervisor **MAY** rate a Member “**Exceeds Standard**” or “**Below Standard**.”

If the task does not apply to the Member’s current assignment, check the Box labeled “**D**.” Raters and second line supervisors will decide which tasks do not apply to a Member’s assignment and advise the Member prior to the start of the rating period.

The second line supervisor will review all of the appraisals with the first line supervisor, paying particular attention to the documentation and corresponding ratings. If there is no documentation to support a “**Below**” or “**Exceeds**” in a particular task, the second line supervisor will direct the corrections to be made. Both supervisors will sign the appraisal in the space provided.

# Overall Rating Categories

The Performance Appraisal System is designed to focus on the full range of job tasks and responsibilities and determine how a Member performs these individual tasks throughout the course of a six-month rating period. Certain tasks have been identified as “**Mandatory**,” meaning that Members must be rated on these tasks and that they must meet or exceed the standard for these tasks. There are two overall rating categories: “**Satisfactory**” and “**Unsatisfactory**.”

Members must meet both of the following two criteria to receive an overall rating of “**Satisfactory**”:

- 1) The Member must “**Meet**” or “**Exceed**” the standard for all “**Mandatory Tasks**,”  
AND
- 2) The Member must “**Meet**” or “**Exceed**” the standard in at least eighty-five percent (85%) of the “**Remaining Applicable Tasks**.” It should be noted that most Members will be rated on between 23 and 29 tasks. [SEE : Chart Below]

“**Mandatory Tasks**” are as follows:

ALL MEMBERS: Integrity (Task # 1)  
Officer Safety (Task # 2)  
Rules, Regulations and Instructions (Task # 7)

SUPERVISORS: Assume Leadership Role (Task # 30)  
Delegating and Decision Making (Task # 31)  
Evaluating Performance (Task # 32)

## Determining 85% of Remaining Applicable Tasks

Number of Remaining Applicable Tasks	31	30	29	28	27	26	25	24	23	22	21	20	19	18	17	16
Number Needed for Satisfactory Rating	26	26	25	24	23	22	21	20	20	19	18	17	16	15	14	14

### Example:

Investigator Mary Williams is rated on 26 total tasks including the three Mandatory tasks. Investigator Williams has met the standard in the Mandatory tasks and has 23 Remaining Applicable Tasks. According to the chart, she must Meet or Exceed the standard in 20 of these tasks to receive a Satisfactory overall rating.

## Narrative Comments

In this section, raters will list any official Letters of Commendation and Letters of Discipline that the Member received during the rating period. First and second line raters should fully describe the overall performance of the Member in the narrative comment boxes.

NARRATIVE COMMENTS
Letters of Commendation
Letters of Discipline
Rater's Comments (Describe the overall performance of the Member)
Second Line Rater's Comments (Describe the overall performance of the Member)

## Performance Appraisal Conference

First line raters will schedule conferences seven (7) days in advance. At the beginning of the Conference, allow the Member to complete the optional narrative section for self evaluation. During the conference, discuss the Member's strengths and shortcomings and identify ways to improve performance. Include requests for specialized training. Make comments regarding each of these in the space provided for the rating period. This portion of the instrument will be completed during the rating conference. Additional pages may be attached if necessary. Time should be allotted to discuss organizational goals and objectives and the role the Member plays in reaching those priorities.

PERFORMANCE APPRAISAL CONFERENCE
What is your opinion of your work performance? (Optional)
Specific Goals for Improving Performance

Prior to concluding the conference the rater will apprise the Member of the job tasks, consistent with their current assignment, that they are expected to meet during the next rating period. A new appraisal form should be started at this time for the next rating period. The rater should also advise the Member that changes in their current assignment may result in changes in the standards they are expected to meet. Raters will discuss the Member's long range professional goals and note any changes on the next rating period's appraisal form.

At the conclusion of the conference, the Member has two (2) options:

1. Acknowledge the appraisal as accurate and sign the rating, or
2. Appeal the appraisal (check the box) and sign the rating.

## INDEX

	<u>PAGE #</u>
2013 – 2016 Salary Grid.....	35
2013 – 2016 Salary Settlement.....	17
Addendums.....	34
Agreement.....	32
Annual Leave.....	7
Applicable Law.....	1
Application.....	31
Arbitration Procedure.....	15
Arbitrators.....	15
Association Rights.....	3
Basic Work Day/Week.....	5
Bereavement Leave.....	9
Compensatory Time.....	6
Convention and Conference Attendance.....	28
Discipline.....	29
Drug Co-pay.....	20
Dues Deduction.....	2
Educational Assistance.....	10
Effective Period.....	33
Excluded Titles.....	34
Grievance Procedure.....	13
Health Insurance.....	20
Holidays.....	10
Insurance Buy-Out.....	22
Job Classification by Salary Grade.....	34
Jury and Court Attendance.....	11
Leave of Absence.....	12
Life Insurance.....	24
Lodging.....	27
Longevity Increments.....	19
Management Rights.....	2
Maternity Leave.....	11
Meals.....	27
Military Leave.....	11
No Strike Pledge.....	1
On-call pay.....	6
Overtime.....	6
Paid Leaves.....	7
Parties to the Agreement.....	1
Payrolls, Pay Periods and Deductions.....	4
Personal Expenses.....	26
Personal Leave.....	9
Physical Examinations.....	22
Preamble.....	1
Prescription Co-pay.....	20
Promotion.....	18
Recognition.....	1
Reinstatement.....	18
Retirement.....	24



Right to Representation.....	30
Savings Clause.....	32
Section 204-a Taylor Law.....	31
Seniority, for Overtime.....	6
Sheriffs' Office.....	29
Shift Differential.....	20
Sick Leave.....	8
Stand-by pay.....	6
Temporary Reassignment.....	5
Tenure.....	29
Termination/Severance Compensation.....	25
Tips and Gratuities.....	27
Travel.....	26
Tuition Aid.....	10
Uniforms.....	28
Union Rights.....	3
Unpaid Leave of Absence.....	12
Vacations.....	7
Workers' Compensation.....	25