Contract Database Metadata Elements

Title: Rockland, County of and Correction Officers Benevolent Association of Rockland County (COBARC), (2007)

Employer Name: Rockland, County of

Union: Correction Officers Benevolent Association of Rockland County (COBARC)

Effective Date: 01/01/07

Expiration Date: 12/31/10

PERB ID Number: 7081

Unit Size: 135

Number of Pages: 64

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AGreement between
the county of Rockland

and

the Correction Officers Benevolent Association
of Rockland County (COBARC)
representing correction officers

Effective January 1, 2007 through December 31, 2010
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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 Rockland 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 the employees of the County of Rockland to self-organization and representation for collective negotiations on the terms and conditions of employment,

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

ARTICLE I - Parties to the Agreement

1. The parties to this Agreement are the Sheriff of Rockland County and the County of Rockland, hereinafter called the Employer, and the Correction Officers Benevolent Association of Rockland County (COBARC), hereinafter referred to as the Union. The terms of the current collective bargaining agreement in effect between the County and the Union shall continue for the term January 1, 2007 through December 31, 2010.

2. The Employer recognizes the Union as the exclusive representative of all those County Employees determined to be in the appropriate negotiating unit for the term of the Agreement.

ARTICLE II - Affirmation Not to Strike

1. The Union affirms that it does not assert the right to strike. Nor shall the Union cause, instigate, encourage or condone a strike.

ARTICLE III - Appropriate Negotiating Unit

1. Unless otherwise stated, the provisions of this Agreement apply only to:

   Correction Officers in the Sheriff’s Department.

ARTICLE IV - Scope of the Agreement

1. It is understood and agreed by the parties to this Agreement that any provision inconsistent with or contrary to law or rules and regulations having the force and effect of law shall be considered as deleted from the Agreement without affecting the remaining provisions of the Agreement.

   If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the
purpose of arriving at a mutually satisfactory replacement for such article or section.

2. The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

3. The provisions of this Agreement apply to all permanent, provisional and temporary employees, working in a position duly established by the legislative body in the competitive, non-competitive and labor classes in the classified service.

4. Less than full time employees shall benefit from the provisions contained in this Agreement in the proportion that the actual time worked bears to the basic work period, unless otherwise provided in this Agreement.

5. The parties agree that there shall be no discrimination against any employee or against any applicant for employment by reason of race, creed, color, sex, age, national origin, political affiliation or disability.

ARTICLE V

A. Rights and Responsibilities of the Employer

1. Nothing in this Agreement shall be construed as delegating the authority conferred by law on any elected official, department, office or agency head, or the chief executive officer, or director of any department, office or agency under the jurisdiction of a Board or Commission or in any way to reduce or abridge such authority.

2. The rights and responsibilities of the Employer include but are not necessarily limited to the following:

   a. To determine the standards of services to be offered by its offices, agencies and departments;

   b. To direct employees of the County;

   c. To hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take disciplinary action against employees;

   d. To relieve employees from duties because of lack of work, or for other legitimate reasons;
e. To maintain the efficiency of government operations entrusted to them;

f. To determine the methods, means and personnel by which such operations are to be conducted;

g. To take whatever actions may be necessary to carry out the mission of the department.

B. Rights and Responsibilities of the Employees and the Union

1. Employees shall have the right to form, join and participate in or refrain from forming, joining or participating in the Union free from interference, coercion, restraint, discrimination or reprisal.

2. The Union has the right to represent all employees in the negotiating unit on any matter concerning the terms and other conditions of employment within the limits of this Agreement. However, nothing in this Agreement shall be construed as to preclude any employee, regardless of Union membership, from bringing matters of personal concern directly to the attention of the appropriate appointing authority in accordance with applicable law, rules and/or regulations having the force and effect of law or pursuant to the established policy of the appointing authority.

3. The Union has the right either as a representative of any employee or as an observer to have at least one but no more than two individuals present at any grievance or appeal hearing involving an employee who is determined to be in the negotiating unit. However, an employee shall have an unqualified right to choose their own representative or to determine that they do not want representation in a grievance or appeal hearing.

4. The Union will honestly and fairly represent any employee within the negotiating unit concerning the terms of this Agreement whether or not such an employee is a member of the said Union.

5. Upon the written authorization of the employee concerned and unless the employee subsequently revokes, in writing, such authorization, the Employer will permit such employee to participate in: (1) the insurance premium, (2) credit union, (3) U. S. Savings Bond deductions permitted under the CSEA contract, and (4) a deferred compensation plan, subject to the rules and regulations of the plan, if such plan is established. Contributions to such plan shall be deducted from the employee's bi-weekly pay in the amounts permitted by law or regulations and agreed to by the Employee.

ARTICLE VI - Consultation on Matters of Administration of the Agreement

1. Both parties agree that during the life of this Agreement questions or differences of opinion may arise in connection with the administration of this Agreement. Each party agrees to designate no more than two representatives to meet and make every reasonable effort to resolve such differences.

2. Either party may request a meeting of the other party on matters arising in connection with the administration of this Agreement. The request shall be in writing, addressed to the Sheriff, or Union President, as appropriate, with a copy to the County Commissioner of Personnel and shall include a statement of the
specific subject matter or matters to be discussed. Upon receipt of a written request, a meeting shall be mutually scheduled as promptly as possible but no later than seven working days after receipt of the request. Unless an agreement is reached in thirty (30) days following the first meeting of the aforesaid representatives, it shall be deemed that no agreement has been reached; provided however, that said time period may be extended by mutual consent.

3. Any agreement or understanding reached by the aforesaid representatives as a result of such meetings shall be in writing.

ARTICLE VII - Collection of Dues

1. Upon the written authorization of the employees concerned and unless they subsequently revoke such written authorization, the Employer shall deduct membership dues from the employees' bi-weekly pay. The amounts so deducted shall be forwarded to the Union at regular intervals and neither said dues nor the Agency fees referred to in Article VII(2) of this Collective Bargaining Agreement shall be withheld absent a Court order or the order of a New York State administrative agency.

2. The Employer agrees, in accordance with §208.3(b) of the Public Employees Fair Employment Act, that COBARC has been recognized or certified as the exclusive representative of employees within a negotiating unit of other than state employees, and shall be entitled to have deducted from the wage or salary of employees of such negotiating unit who are not members of said employee organization the amount equivalent to the dues levied by such employee organization and the fiscal or disbursing officer of the local government or authority involved shall make such deduction and transmit the sum so deducted to such employee organization. Provided, however, that the foregoing provisions of this subdivision shall only be applicable in the case of an employee organization which has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee’s pro rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. Nothing herein shall be deemed to require any employee to become a member of such employee organization.

3. It is agreed by the parties that a violation of Article VII shall not be subject to the grievance procedure, but shall proceed within ten (10) working days directly to expedited arbitration. It is mandatory that the expedited arbitration be held within said ten (10) working day period, and the arbitrator is required to render a decision within five (5) working days after the close of the proceedings. The parties have selected Joel Douglas as arbitrator. If Mr. Douglas cannot serve, the parties have selected Carol Wittenberg. This procedure shall apply to disputes pursuant to Article VII, exclusively.

It is the intent of the parties that increases in the amount of dues will be duly withheld upon the written representation of the Union President that such increases(s) have been duly authorized by the Union.
ARTICLE VIII - Wage Plan

1. Effective January 1, 2007, the parties agree that the following wage increases shall be incorporated into a new Salary Schedule which is attached and hereby made an integral part of this Agreement (in place of Appendix A) to be inserted at the end of the current other Appendices of the existing Agreement.

a. Effective January 1, 2007, there shall be a 3% increase added to each step of the schedules in effect on December 31, 2006. Such an increase shall be applied retroactively as provided below. This wage increase, and any retroactive payment, shall be inclusive of, and not in addition to, the 2% wage increase previously granted to the unit members for this period. Hence, for this period the retroactive percent increase shall be 1%.

b. Effective January 1, 2008, there shall be a 3% increase added to each step of the schedules in effect on December 31, 2007. Such an increase shall be applied retroactively as provided below.

c. Effective January 1, 2009, there shall be a 2% increase added to each step of the schedules in effect on December 31, 2008. Such an increase shall be applied retroactively as provided below.

d. Effective July 1, 2009, there shall be a 2% increase added to each step of the schedules in effect on June 30, 2009.

e. Effective January 1, 2010, there shall be a 2% increase added to each step of the schedules in effect on December 31, 2009.

f. Effective July 1, 2010, there shall be a 2% increase added to each step of the schedules in effect on June 30, 2010.

2. Provisions for the administration of the wage plan are contained in Appendix B.

3. Nothing in this Agreement shall be construed as preventing the Employer from increasing the rates of pay or providing for shift differentials for any or all of its employees during the life of this Agreement.

4. Effective January 1, 1981, a ten (10%) percent shift differential shall be paid to a Correction Officer who works a second shift or third shift. Provided, however, that such a differential shall not apply to any such employee who works a shift which overlaps the day or normal first shift.

Such differential shall be paid during a Leave of Absence With Pay except Leave With Pay pursuant to General Municipal Law, Section 207 beyond six months from date of incidence. For example, vacation; only to Correction Officers who are regularly assigned to work a second or third shift. Such differential shall not be paid during a Leave of Absence With Pay to any Correction Officers who are occasionally assigned to work a second or third shift on the basis of assignment or overtime.

5. RETROACTIVE WAGE INCREASES: Whenever it is agreed between the parties that wage increases shall be paid retroactively, the following will apply: 1) Only those unit employees who are employed on the County payroll on the date of
ratification by the Legislature shall be eligible for retroactive wage adjustments, except that 2) Employees who have died, retired, or become disabled from work-related injury shall be eligible for retroactive wage adjustments for any applicable continuous period(s) of active service on the payroll during the contract period, and 3) Employees dismissed or terminated for cause shall not be eligible for retroactive wage adjustments.

6. Longevity: An employee shall be eligible to receive an increase in their regular hourly rate of pay for longevity, provided that the Sheriff specifically recommends the award of a longevity increase.

Effective January 1, 1996, the longevity increment computation shall be amended as follows:

At the end of the first five years of continuous service, the employee's regular hourly rate shall be increased by 5% of the employee's regular hourly rate. At the end of each subsequent five years of continuous service, the employee's regular hourly rate shall be increased by an additional 5%. This shall apply at five, ten, fifteen and twenty year longevities, except that it is the intent of the parties that only Correction Officers appointed on or before February 3, 1999 are eligible to receive an additional 5% longevity at the twenty-five year mark.

ARTICLE IX Basic Work Week

1. The basic work week shall be forty (40) hours of work in a seven (7) day period. The basic work week shall be comprised of cycles of five consecutive days of work and two consecutive days off.

2. The basic work week shall be completed within seven (7) consecutive twenty-four hour periods, beginning 12:01 A.M. Saturday, at the end of which a new seven (7) day period begins.

3. The work week for less than full time employees shall be determined by the Sheriff, but in no event shall exceed the basic work week provided for in this article.

4. An employee must work the total number of hours of work in their basic work week and if for any reason they work less than the total number of hours in their basic work week, the difference shall be charged to appropriate leave credits if any, or shall be considered leave without pay.

5. Within each week, each officer will be able to complete an exchange of duty tour (between all shifts) one time. The current form for change of tour of duty will continue to be used.

ARTICLE X - Overtime

1. Required and authorized hours of work in excess of forty (40) hours of work, but not over fifty-six (56) hours of work, in a basic work week shall be compensated at a rate of one and one half (1 1/2) times the regular weekly rate of the employee concerned.
2. Required and authorized hours of work in excess of fifty-six (56) hours of work in any basic work week shall be compensated at the rate of two (2) times the regular hourly rate of the employee concerned.

3. It is agreed and understood that the provisions of Section (1) and/or (2) shall not be construed under any circumstances as establishing a basis for duplicate, concurrent or overlapping claims of overtime for the same hours of work.

4. a. Overtime must be authorized in advance by the Sheriff or his designee. An employee shall work overtime when so required.

b. Overtime will be pre-planned for the following week and officers will be permitted to volunteer for overtime. Once the pre-plan list is established, officers will be permitted to split ordered overtime either in advance or including the day of assignment. Officers shall be permitted to make an even exchange of pre-planned overtime.

c. All correctional staff are required to attend lineup fifteen (15) minutes before their tours of duty. This time shall be compensated as overtime.

d. All correctional staff are required to conduct the count of inmates at the change of tours/shifts in accordance with Sec. 7003.5 of the N.Y.S. Commission of Correction Minimum Standards and Regulations. This time shall be compensated as overtime.

e. Assigned overtime may be split four hours and four hours, or six hours and two hours on all shifts.

5. Call-in Pay Any employee who is called in and reports to work before and after their regular day of work shall be guaranteed a minimum of three (3) hours' work. This guarantee shall not apply to work which runs into or immediately follows a normal work day or shift, or to more than one call-in during any eight (8) hour period.

6. Leave with pay shall be included in determining the total number of hours worked in any basic work period.

ARTICLE XI - Standby time

Any employee required by the Sheriff, or designee, to restrict their personal movements so that they may be reached and be available to report for a work assignment within thirty (30) minutes on an assigned day of rest, or at any other times other than the employee's regular working hours, shall be considered on standby time, and shall be paid one-half of the employee's regular hourly rate for each eight (8) hours, or part thereof of such standby time. Standby time shall not be counted in computing the number of hours worked in any work period.

ARTICLE XII - Leave With Pay

General

1. An employee shall not earn or accrue any credits for paid leave of any kind during any pay period if such employee is:
a. On leave without pay for forty (40) hours of work or more of the equivalent prorata of the total hours of work for a less than full time employee,

b. On extended sick leave, or

c. On paid educational leave, unless the training is required by the employer.

2. Charges to accruals shall be only in hours of work and in no event shall exceed forty (40) hours of work within the basic work week.

3. a. All legal holidays enumerated herein shall be allowed as days off with pay. The days prescribed by law for the observance of New Years Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday (Presidents' Day), Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be observed as legal holidays. When any such holiday falls on a Sunday, the following Monday shall be observed as a holiday.

b. Whenever a holiday falls on a day the employee is not required to work the employee shall be credited with an extra eight (8) hours of vacation credit or proportionate credit for less than full time work.

If an employee is required to work on a holiday set forth in 3a above, in lieu of holiday pay, such employee shall be paid, at time and one half, the employee's hourly rate of pay for hours worked, and shall receive a credit of an additional vacation day or part thereof as appropriate to such employee's normal working hours.

c. Nothing contained herein shall be construed as preventing the Employer from granting employees such additional time off with pay from time to time as may be duly authorized by the Employer.

4. Vacation

An annual vacation with pay will be granted to each employee as hereinafter provided. In computing longevity for vacation credits, an employee's length of service shall be computed from the date of their original appointment in the County service to any duly established position whether on a permanent, provisional or temporary basis, provided that the employee's service with the County has been continuous and further provided that service as a student employee shall not be included. For the purpose of computing the continuity of service, an authorized leave of absence without pay or a break in service not exceeding one year followed by reinstatement or re-hiring into the County service shall not affect the anniversary date of any employee.

a. All employees shall accrue vacation credits at the rate of four (4) hours of work per bi-weekly payroll period except that new employees shall not accrue vacation credits until they shall have completed six (6) full bi-weekly payroll periods.

b. Additional vacation credits for length of service shall be granted each employee annually on their anniversary date in accordance with the following schedule; provided however, that no employee shall receive less vacation
credits for completed years of continuous service than they earned or accumulated in 1973.

<table>
<thead>
<tr>
<th>Completed Years of Continuous Service</th>
<th>Additional Vacation Credits In hours of Work</th>
<th>Completed Years of Continuous Service</th>
<th>Additional Vacation Credits In Hours of Work</th>
</tr>
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<tbody>
<tr>
<td>2</td>
<td>8 hours</td>
<td>13-15</td>
<td>56 hours</td>
</tr>
<tr>
<td>3</td>
<td>16 hours</td>
<td>16-18</td>
<td>64 hours</td>
</tr>
<tr>
<td>4-5</td>
<td>24 hours</td>
<td>19-20</td>
<td>72 hours</td>
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<tr>
<td>6-7</td>
<td>32 hours</td>
<td>21-22</td>
<td>80 hours</td>
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<tr>
<td>8-9</td>
<td>40 hours</td>
<td>23-24</td>
<td>88 hours</td>
</tr>
<tr>
<td>10-12</td>
<td>48 hours</td>
<td>25 and over</td>
<td>96 hours</td>
</tr>
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c. No vacation credits may be accumulated beyond a maximum of four hundred (400) hours of work. It shall be the responsibility of the Sheriff to notify the employee when that employee has accumulated vacation credit hours to the maximum less forty (40) hours of work.

d. The time at which vacation may be drawn by an employee shall be subject to prior approval by the Sheriff. The request of an employee with respect to such time shall be honored by the Sheriff to the fullest extent possible consistent with the effective conduct of the County's business and with the relative seniority of employees in the department. Normally, vacation will be taken annually and for the total amount of accumulated credits. However, an employee may, with the prior approval of the Sheriff, utilize their vacation credits in such lesser amounts and at such times as may be jointly agreed to by the employee and the Sheriff. In the event the employee is unable to utilize vacation credits, because of the Employer's decision, the employee shall be secured from the loss of vacation credits in that the employee shall not be subjected to the requirements of Subsection (c) of this Section.

e. Insofar as practicable, accumulated vacation credits shall be used prior to transfer. If that is not possible, the County agency, department or institution to which an employee is transferred shall credit the employee for all vacation credits accumulated prior to transfer. It shall be the responsibility of the Sheriff to inform the employee and appointing authority gaining the employee by written notification of the amount of accumulated credits, if any, due such employee.

f. In the event of the separation of an employee from County service by transfer, resignation, retirement or death, accumulated vacation credit shall be compensated for by cash payment to the employee or to their beneficiary or estate, as the case may be, up to the maximum accumulation permitted.

g. When a holiday enumerated in Section 3 (a) of this Article falls within the scheduled vacation of any employee, such employee will not be charged vacation credit for said holiday.

5. Sick Leave

a. On and after the effective date of this Agreement, an employee shall earn sick leave credits at the rate of four (4) hours of work per bi-weekly payroll period to be credited on the last day of each payroll period.
b. Sick leave shall be authorized in the event of the illness or other physical
disability of the employee up to the full extent of accumulated sick leave credits.
Included within the term disability is the child bearing state of pregnancy. In
the event of illness or disability of a member of the employee's immediate
family (parent, sibling, spouse or child) which circumstance requires the
employee's presence, sick leave shall be authorized up to a maximum of fifty-six
(56) hours of work in any one calendar year or up to the amount of their
accumulated credits, whichever is less.

The Federal Equal Employment Opportunity Commission recognizes three stages
in pregnancy for determining when a pregnant employee is disabled. They are
the dormant, child bearing and child rearing stages. Job disability is associated
only with the child bearing stage, and requires a certification of a duly licensed
physician, stating that the employee is unable to continue to perform the normal
and usual duties and responsibilities of her position. The determination that a
job disability no longer exists also requires a certification of a duly licensed
physician.

c. Unused sick leave credits may be accumulated up to a maximum of one
thousand six hundred (1600) hours of work. Sick leave credits may be used in
hour units or any multiple thereof.

d. The employee is responsible for notifying their supervisor or the Sheriff each
time sick leave is to be taken and the reason therefor. Advance notification
shall be given whenever possible, no later than one half hour before the
employee's normal time for reporting to work. However, in the event that the
work of the employee is such that a substitute would be required, the Sheriff
may require earlier notification whenever possible but not more than two hours
prior to the beginning of the employee's hours of work.

e. The Sheriff, in his discretion, may require such proof of illness or disability as he
may deem necessary. The Sheriff may also require the employee to be
examined at the expense of the Employer by a physician designated by the
Sheriff.

f. Failure to provide proper notification, failure to submit such proof of illness or
disability as may be required, unsatisfactory evidence of illness or evidence
indicating that the physical condition of the employee was not such as to justify
absence from work or any other abuse of sick leave may be cause for
disciplinary action at the discretion of the Sheriff.

g. The parties to this Agreement recognize and accept the principle that abuse of
sick leave cannot be tolerated and further recognize and accept the fact that an
employee who has rendered faithful and efficient service should not be unduly
penalized for absences due to factors of health not within their control. It is the
stated agreement between the parties that they will cooperate to avoid any
practice or practices which constitute an abuse of sick leave.

h. The Sheriff may require an employee who has been on a sick leave, prior to and
as a condition of their return to work, to be examined at the expense of the
Employer, by a physician designated by the Sheriff to establish that the
employee is able to perform their normal duties and that their return to work
will not jeopardize their own health and safety or the health and safety of other
employees.
i. When an employee is transferred within the County service, their accumulated sick leave credits shall be transferred with them. The Sheriff is responsible for notifying, in writing, the gaining appointing authority and the employee of the amount of such transferred credits.

j. Unused accumulated sick leave credits shall not be compensated for in the event of the separation of an employee from County service. Any employee returning to County service in a permanent position within one year of their termination shall be recredited with sick leave credits, which were cancelled at the time of their separation from County service.

k. Notwithstanding the above, all employees who separate from the County with twenty (20) or more years of service shall be compensated for all unused sick leave days over 165 at half (1/2) of the employee’s regular hourly rate of pay.

l. Effective the 2009 calendar year, each member of the unit who uses fewer than six (6) sick days in a calendar year will be permitted to “buy back” up to five (5) unused sick days per year and up to five (5) vacation/holiday days per year at his or her then current rate of pay. The “buy back” election shall be made in writing to the County Office of Personnel on or before January 31 of the following year.

6. **Extended Sick Leave**

The Employer may grant an extension of sick leave with pay to any permanent employee who has used up all their sick leave, vacation and overtime credits, provided, however, that compensation for such extended sick leave be at one-half (1/2) the normal wage rate of such employee and, that any such extension not exceed the rate of one hundred seventy-six (176) hours of work for each completed two (2) years of continuous service. An employee desiring extended sick leave under this provision shall request same, in writing through the Sheriff. The Sheriff shall forward any such request to the Employer together with his recommendation.

7. **Personal Leave**

Personal Leave is leave with pay for personal business including religious observances, which for compelling reasons require the employee to absent themselves from work. Such leave will not be charged against other leave credits. Personal leave credits may not be used in place of or to extend vacation.

a. On the effective date of this Agreement and on each subsequent anniversary date thereof, each employee shall be credited with thirty-two (32) hours of work of personal leave, except as herein otherwise provided.

b. Employees who enter or re-enter County service after the effective date of this Agreement shall be credited with eight (8) hours of work of personal leave for each full quarter remaining in that calendar year, provided, however, that the total personal leave credits of any employee re-entering County service shall not exceed thirty-two (32) hours in any calendar year.

c. Personal leave may be drawn only upon written request whenever possible and at a time convenient to and approved in advance by the Sheriff; provided, however, that personal leave allowed for religious observance shall be granted
on the days and hours required, insofar as the same may be granted without interference with the proper conduct of government functions. However, one time during each calendar quarter Correction Officers will be permitted to call in personal leave on an emergency basis one-half hour before commencement of their regular hours of duty.

d. Personal leave credits may be used in hour units or any multiple thereof. Personal leave credits are not cumulative. However, any unused Personal Leave credits at the end of the calendar year shall be transferred and credited to the employee's accumulated sick leave as provided in Article XII, sub-section 5, paragraph "c". Personal leave credits shall not be compensated for in the event of separation from County service. However, when an employee is transferred within County service their unused Personal Leave credits shall be transferred with them.

8. Leave for Court and Jury Attendance

On proof of the necessity of jury service or appearance as a witness pursuant to subpoena or other order of a court or body, an employee shall be granted a leave of absence with pay with no charge against leave credits; provided however, that this section shall not apply to any absence by an employee occasioned by such an appearance if they are a party to an action.

9. Leave for Civil Service Examination

Upon due notice and presentation of an admission slip for the examination to the Sheriff an employee shall be given leave with pay to take any Rockland County Civil Service Examination.

10. Military Leave and Other Leaves Required by Law

a. The Sheriff shall grant any leave of absence with pay required by law.

b. Military leave will be excluded from daily time-off slots provided that the officer on military leave submits his military leave schedule no later than two weeks prior to the beginning of the military leave.

11. Educational Leave

a. An employee who is required by the Employer to complete a specific training course or educational program shall be granted a leave of absence with full pay for the duration of such course or program.

b. The Employer may grant educational leave with pay to an employee upon the request and recommendation of the Sheriff. The rate of pay shall be determined by the Employer, but in no event shall exceed the normal annual salary of the Employee. Such leave shall not exceed two (2) years in duration and shall not exceed two (2) years during any five (5) years of County service.

12. Bereavement Leave

a. An employee shall be allowed a maximum of twenty-four (24) hours of work bereavement leave in the event of a death within their immediate family
(parent, parents of spouse, grandparents, grandchildren, brothers, sisters, children or spouse).

b. An employee shall be allowed a maximum of eight (8) hours of work bereavement leave in the event of the death of grandparents or siblings of spouse.

ARTICLE XIII - Leave Without Pay

1. General The Sheriff, upon the written request of the employee, may grant a leave of absence without pay to such employee not to exceed one year. Such leave must be for a specific period of time; however, the employee and the Sheriff may mutually agree to terminate such leave prior to its expiration.

2. Maternity Leave A pregnant employee holding a position by permanent appointment, upon written request, shall be granted a leave of absence without pay for any period of time not exceeding six (6) months, which may be extended by the Sheriff provided that the total leave granted shall not exceed one year. (Cross reference Article XII, Section 5 (b)).

ARTICLE XIV - Medical, Surgical and Hospitalization Insurance, and Other Benefits

1. The employer agrees to pay 100 percent of the premium or cost for the individual employee and dependents for coverage under a core plus medical and psychiatric enhancements plan as described in the New York State Insurance Plan which is the successor plan to the Empire Plan, except as provided in sub-paragraphs a, b, c below.

   a. CONTRIBUTION FROM NEW HIRES - Effective the date of the signing of the Memorandum of Understanding (subject to ratification between the parties) all new hires eligible for family plan benefits shall contribute on a flat fee basis the dollar equivalent of 12% of the State COBRA rate that was in effect on January 1, 1994 for a period of five years from their eligibility for medical benefits. Effective the date of signing of this Memorandum of Understanding, new hires eligible for individual plan benefits shall contribute on a flat fee basis the dollar equivalent of 10% of the State COBRA rate that was in effect on January 1, 1994 for a period of five years from their eligibility for medical benefits. Employees who have contributed toward their medical benefits for five years shall not be required to make any further contribution toward their medical benefits.

   b. CONTRIBUTION FROM NEW HIRES - Commencing January 1, 2000 all individuals appointed as Correction Officers on or after said date eligible for family plan benefits shall contribute, on a flat-fee basis, the dollar equivalent of 20% of the State COBRA rate that is in effect on January 1, 1999, for a period of fifteen years from their eligibility for medical benefits. Effective January 1, 2000, all Correction Officers appointed after said date eligible for individual plan benefits shall contribute, on a flat-fee basis, the dollar equivalent of 18% of the State COBRA rate that is in effect on January 1, 1999, for a period of fifteen years from their eligibility for medical benefits. Employees who have contributed toward their medical benefits for fifteen years shall not be required to make any further contribution toward their medical benefits.
c. NO CONTRIBUTION FROM CURRENT EMPLOYEES - All Correction Officers appointed prior to January 1, 2000 who were not required to contribute toward medical benefits as of the date of the signing of this Memorandum of Agreement, shall not be required to contribute during the lifetime of this Agreement. All Correction Officers appointed prior to January 1, 2000 who were required to contribute for five years pursuant to the Memorandum of Understanding covering January 1, 1993 – December 31, 1995, shall be required to contribute during their respective five year period only, and not beyond. The rate of contribution for said members during said five year periods shall be maintained at 12% of the COBRA rate for family plan benefits and 10% of the COBRA rate for individual plan for the remainder of their individual five year period.

d. NO CONTRIBUTION FROM CURRENT EMPLOYEES - All present full-time "COBARC" unit members on the date of the signing of this Memorandum of Understanding shall not be required to contribute toward medical benefits. Rockland County Correction Officers who are not contributing toward medical benefits as of the date of this agreement shall not be considered new hires.

e. LAG FOR NEW HIRES - Effective the date of the signing of this Memorandum of Understanding, all new hires shall become eligible for medical benefits after completing three months of service.

2. a. At any time, upon ninety (90) days notice to the President of the Correction Officers Benevolent Association of Rockland County, the Employer may elect to provide the same benefits provided by the core plan with medical and psychiatric enhancements through an insurance company licensed to do business in the State of New York, provided that:

1. The benefits will be the same in all respects;
2. Prescription drug coverage will be the same;
3. Geographic areas of acceptability will be the same;
4. The participating providers shall be provided whenever and wherever possible.

It is recognized that the Employer cannot guarantee that each and every participating physician will be identical. The Employer will use its best efforts to provide an equal number of participating physicians in the same medical specialties.

b. In the event the Employer elects to provide such plan through an insurance company, the Employer, (a) will continue to pay 100 percent of the premium for the individual employee and dependents and, (b) such plan will not become effective until at least ninety (90) days after delivery of notice to the President of the Correction Officers Benevolent Association of Rockland County.

c. Any dispute concerning, (a) whether benefits are the same; (b) geographic areas of acceptability are the same, or; (c) the number or specialty of participating physicians are sufficient shall be resolved by expedited, binding arbitration pursuant to the Labor Arbitration Rules of the American Arbitration Association.

d. Notwithstanding anything to the contrary, any issues arising from individual claims by participants are not to be resolved through either of the arbitration
procedures specified in either Article XVI(b)4 above, or Article XVII. Such issues are to be resolved through the appeals mechanism provided within the Health Benefits Plan by the carrier and/or Administration thereof.

3. To the extent available, an HMO option will be offered to employees at a cost no greater than otherwise provided herein.

4. a. Effective July 1, 1987, the Employer agrees to provide a Dental Plan, Spectrum Plus, issued by the Group Health Insurance, Inc., covering the individual employee. Effective January 1, 2004 the County agrees to provide a family dental and family optical plan on terms agreeable to the parties for the life of this agreement and on the same or comparable terms as offered to the CSEA members on July 30, 2004.

b. Effective the first day of the first month following Legislative ratification, the Employer agrees to pay the full premium for all members of the bargaining unit in the CSEA Employee Benefit Fund Composite (Family) Platinum 12 Vision Plan, including Progressive vision lenses. In no event will the premiums for such benefit exceed the amounts set forth in the rate sheet entitled “Vision Rates 7/1/2007-12/31/2010 – Rockland County,” which rate sheet shall become part of this contract as an Appendix.

5. Nothing herein will prevent the Employer from providing the same level of benefits through a different insurance carrier, self-funding or any combination that it deems appropriate.

6. Effective the first day of the first month following Legislative ratification, under no circumstances shall the Employer be obligated to pay for coverage for any otherwise eligible person if that person is already enrolled under any other health insurance funded by Employer. Any person eligible for Employer provided health coverage as an employee and also as the dependent of another eligible person may be enrolled as an employee or as a dependent, but not as both. In the case of a husband and wife, each of whom is eligible for Employer provided health coverage, both may enroll under a single family coverage or each may enroll individually. A spouse enrolled as a dependent may thereafter be enrolled in his or her individual or family capacity, without any break in coverage, if that dependent coverage is for any reason terminated.

7. The County and COBARC agree that any employee enrolled in a County Health Insurance Program shall be eligible for a health insurance buyout for the plan category (individual or family coverage) in which the Employee was enrolled or eligible to enroll. The buyout shall conform to the following:

a. An eligible employee may, in 2009, exercise the health insurance buyout by submitting an application to the County during the period prescribed by the County and provide proof of eligibility for the appropriate plan category. The County shall prescribe the application.

b. Effective on the first day of the first month following Legislative ratification, and thereafter, the health insurance buyout will be offered on an annual basis. The buyout period will be for one calendar year beginning January 1 and ending December 31, beginning January 1, 2010. In 2009, the buyout period will be for the period following the first day of the first month following Legislative ratification through December 31, 2009. An eligible employee may exercise the
buyout by submitting an application to the County during an annual open enrollment period designated by the County. The County shall prescribe the application.

c. Subject to d. below, an "eligible" employee is defined as (1) any full-time employee currently enrolled or eligible to be enrolled in a County Health Insurance Plan; or (2) any less than full-time, but greater than or equal to half-time employees who are currently enrolled in a County Health Insurance Plan for at least twelve (12) months; or (3) any employee who previously maintained family coverage and was otherwise prohibited from maintaining family coverage by virtue of the prior agreement between the County and the COBARC.

d. An otherwise eligible employee must provide to the County proof of alternative health insurance coverage in order to be eligible to participate in the buyout.

e. Eligible employees electing the buyout will not be eligible to re-enroll in County health insurance coverage until the end of the buyout period. Re-enrollment must be done in the annual open enrollment period. This paragraph shall not apply to any employee whose alternate health insurance is involuntarily cancelled during the buyout period. Such employees may make application for health insurance with the rules for involuntary loss of coverage. Such an application will be approved in accordance with the provisions of the COBARC Collective Bargaining Agreement.

f. Employees electing to re-enroll can do so at the rate of contribution determined by the date of hire. The time period during withdrawal from a County health insurance plan will not be credited towards the employee's total contractual obligation for payment of health insurance contributions.

g. Each employee who exercises the health insurance buyout shall be paid an amount equal to 25% of the County's net cost for the NYSHIP plan available pursuant to this Agreement, for the plan category in which the employee was eligible to enroll. "Net cost" shall be defined as the County's actual cost less any contractually mandated employee contributions. However, any period of insurance ineligibility during the buyout period (for example, unpaid leave of absence or disciplinary suspension without pay) will reduce the buyout payment due from the County on a pro rata basis.

h. Payment shall be made in two equal installments during the week following the end of the second (2nd) and fourth (4th) calendar quarters within the buyout period, and will encompass the preceding 6 months of the buyout period during which health insurance was waived.

The buyout plan shall be administered in accordance with such other administrative procedures promulgated by the Insurance Department form time to time.

ARTICLE XV - Participation in the New York State Retirement System

The Employer agrees that it will continue the non-contributory retirement plan as contained in Section 75-1 of the Retirement and Social Security Law, including Section 4-J, Application of unused sick leave credits upon retirement.
The County agrees to elect to provide the alternative retirement plan described in Section 89-p and 603(l) of the Retirement and Social Security Law to be effective January 1, 2004.

Pension Re-opener: The parties agree that in the event a twenty (20) year pension option becomes available from the New York State Employees' Retirement System during the life of the 2007-2010 agreement, the parties will reopen negotiations on that subject.

ARTICLE XVI - Grievance and Disciplinary Procedure

A. The Grievance Procedure, as contained in Appendix C, is hereby adopted and made an integral part of this Agreement.

ARTICLE XVII - Definitions of Terms as Used in this Agreement

1. Anniversary Date - The annual anniversary of an employee's date of first appointment in continuous County Service. Except that employment as a student employee shall not be included in such computation or determination.

2. Continuous Service - Continuous employment from the date of appointment in County service where there has been no break of service in excess of one year, except authorized leave of absence. Except that employment as a student employee shall not be included in such computation or determination.

3. Employee - One whose position or job has been determined to be within the negotiating unit.

   a. A less than full time employee is one whose work is less than the basic work week.

4. Grievance - Any alleged violation, misinterpretation or inequitable application of this Agreement.

5. Leave - Authorized absence of an employee from their work during working hours.

6. Promotion - Promotion is a movement to another position which requires substantially the same basic knowledge and/or abilities as the former position but which involves greater responsibilities and/or skill, is allocated to a higher salary grade, and requires additional educational and/or experience qualifications within the same general field of requirements.

7. Seniority - For the purpose of this Agreement Seniority shall be determined as follows:

   a. For the purpose of this Agreement, seniority shall be calculated from the first day of service as a Correction officer and include continuous service in the Sheriff's Corrections Division.
b. If length of service between two or more individuals is the same and such individuals were appointed from the same eligible list, then their seniority shall be determined by their respective rank on said eligible list. If there is no eligible list, then such determination among two or more individuals shall be by a random method developed and approved by the Department of Personnel pending the establishment of an appropriate eligible list. The Department of Personnel will notify each individual of seniority rank as so determined by the Department of Personnel.

c. In the event of any conflict with any provision of the New York State Civil Service Law, the New York State Civil Service Law shall prevail.

ARTICLE XVIII - General Provisions

1. All leave credits accumulated or earned by an employee as of the close of business December 31 of any year shall be carried over to the employee's credit as of the start of business January 1 of the subsequent year.

2. a. A bulletin board, or a reasonable portion of existing bulletin boards, will be made available for employees and the Union's use. Bulletin boards which serve the general public shall not be used by an employee or the Union.

b. Designation of a bulletin board for use by an employee or the Union shall be made by the Sheriff.

c. Any bulletin board so designated shall not be used for personal business or political activity. Any material posted must be dated and removed after thirty (30) days. The Union assumes responsibility for maintaining designated bulletin boards in a neat and orderly manner. However, the Employer reserves the right to remove any material which, in its judgment, does not conform to the requirements of this section.

d. A bulletin board, or a reasonable portion of existing bulletin boards, will be made available for the Union's use.

3. a. Uniforms, including shoes or boots if prescribed by the Sheriff, shall be furnished by the Sheriff.

b. The Employer agrees to clean those parts of the prescribed uniform during the life of this Agreement in accordance with the following schedule pursuant to regulations of the Sheriff. This provision to become effective subject to any requirements with respect to competitive bidding.

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<thead>
<tr>
<th>Uniform Item</th>
<th>Men and Women</th>
<th>Frequency</th>
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<tr>
<td>Jacket</td>
<td>Men and Women</td>
<td>Twice (2) a year</td>
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<td>Shirt</td>
<td>Men</td>
<td>Three (3) times a week</td>
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<td>Trousers</td>
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4. Effective January 1, 1995, the mileage allowance shall be calculated at the Internal Revenue Service rate.

5. The Employer agrees to furnish each of its employees one copy of this Agreement.

6. Daily time records showing actual time worked by an employee, and all leave credits earned, accumulated and taken shall be maintained by the Sheriff or his designee on a form approved by the Department of Personnel. The employee shall be provided a summary of all expended, earned and accumulated leave credits as of the end of each calendar quarter.

7. a. The union shall designate one (1) representative for the Jail. The Union shall furnish the Sheriff the name of such representative and keep it current at all times.

   b. When requested by the employee, a representative may investigate any alleged grievance in their assigned work area and assist in its presentation. They shall be allowed reasonable time therefore during working hours without loss of time or pay, upon notification and with the approval of their immediate supervisor, which approval shall not be unduly delayed or unreasonably withheld.

8. a. The negotiating committee of the Union shall consist of three members from the Jail. The Union shall furnish the Employer a list of the negotiating committee members and shall keep the list current at all times.

   b. Members of the negotiating committee of the Union shall be allowed reasonable time off for negotiations as necessary during regular working hours without loss of time or pay upon notification and with the approval of their respective immediate supervisor which approval shall not be unduly delayed or unreasonably withheld.

9. It is agreed and understood that any employee who is absent from work under the provisions of Section 7 and/or Section 8 of this article, shall not be compensated for any hours in excess of their hours of work.

10. It is agreed and understood that the activities of the Union representatives shall be carried out in a manner that will minimize interference with normal work functions.

11. a. A meal, either breakfast, lunch or dinner, as appropriate, shall be furnished to all Correction Officers at no cost to the Correction Officer. For example, 12:00 - 8:00 tour, breakfast; 8:00 - 4:00 tour, lunch; 4:00 - 12:00 tour, dinner. The meal shall be that provided for by the institutional menu or a suitable substitute. The Correction Officer may elect not to eat the meal so provided. In that event neither the Jail nor the Employer is under any obligation to furnish a meal or reimburse the Correction Officer for a meal allowance for the cost of any food the Correction Officer may purchase in lieu of the meal provided.

   b. Effective January 1, 2009, an Employee shall be furnished a meal allowance of $8.00 whenever he/she is required to work four or more hours of overtime work under conditions established by the Employer.
c. Effective the date of mutual ratification of this Agreement, officers working the night shift (A line) will receive a meal check whenever they work the hospital post and do not receive a meal there.

12. The Employer agrees that as the present Jail Transport vehicles are replaced by new vehicles, such vehicles shall be equipped with air conditioning.

13. Seniority shall be applicable in:

1. Bidding of assigned shift and days off.
2. Assignment of vacation time within the bidded shift.
3. Assignment of holidays off within the bidded shift.
4. Assignment of post, as stipulated below:

   a. Officers who have completed three (3) years of service will be permitted to bid for post assignments by seniority. Officers who bid posts must meet the posted minimum qualifications of the post. Bid post assignments will not be arbitrarily denied.

14. The Employer agrees to provide a table or shelf on each tier for the use by Correction Officers when eating their meals.

15. a. An employee shall have an opportunity to review their personnel file, maintained at their place of employment in the presence of their appointing authority or his designee, upon five (5) days notice and to place in such file a written response of reasonable length to anything contained therein which such employee deems to be adverse. Notwithstanding any of the above, pre-employment material shall be privileged and shall not be made available to such employee.

   b. Adverse material or information dealing with relatively minor acts or incidents of misconduct or incompetence shall be removed from the personnel file six (6) months after the date of occurrence. Example, failure to wear proper uniform; unless such misconduct or incompetence is repetitive and is not responsive to supervisory warnings. Adverse material or information dealing with relatively serious acts or incidents of misconduct or incompetence shall be removed from the personnel file three (3) years after the date of occurrence. For example, insubordination or dereliction of duty. Except:

   1. All such material or information relating to a matter which, if proved in a court of competent jurisdiction, would constitute a crime, but not beyond the Statute of Limitations as defined in CPL, or:

   2. Determination of guilt as a result of a disciplinary procedure shall not be removed from the individual's personnel file.

16. The County will make every effort to issue paychecks on the Thursday before payday (after 3:00 p.m.) to employees who are off on Friday as a day of rest, and to employees who are scheduled to work either 4:00 p.m. to 12:00 a.m. midnight, or 12:00 a.m. midnight to 8:00 a.m. on payday.

17. **Tuition Reimbursement** - Effective January 1, 1995, each bargaining unit member shall be eligible for up to $500 per annum in tuition reimbursement subject to
substantively similar conditions and restrictions as set forth in the CSEA tuition reimbursement provision and subject to a $15,000 annual tuition reimbursement cap for the entire bargaining unit. Until the unit cap is reached, tuition reimbursement applications will be granted to eligible applicants in the order that they are received by the Sheriff for approval.

18. **Indemnification** - The County shall defend and indemnify Correction Officers in accordance with the provisions of Chapter 45 of the Laws of Rockland County.

19. **Exchange of Duty Tours** - Within each week, each officer will be able to complete an exchange of duty tour (between all shifts) one time. The current form for change of tour duty will continue to be used.

There will be ten (10) staff assigned to both the B line and C line tours of duty who will bid bi-annually. The following regular days off have been set aside for staff members who are in this category. Each shift shall mirror the other.

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20. **Union Business Release Time**

Effective January 1, 2009, unit members shall be afforded release time for the purpose of conducting COBARC business to a maximum of 1040 hours per calendar year. There shall be no carry-over of release time annually. The release time shall not be a substitute for vacation, sick or personal leave. The Union President and the Chief of Corrections shall establish an agreed upon procedure for notification and tracking of such release time.

21. **Out of County Overnight Transports:**

a. **Separate Rooms:** Whenever Unit Members are involved in the overnight transport of prisoners, they will be provided with separate overnight accommodations and, barring exigent circumstances, not be required to share the room with another officer.

b. Officers involved in such overnight transports will be paid the County's Per-Diem rate for meals without the necessity of submitting receipts with their vouchers.

22. **Shifts**

The present "Shift Schedule Agreement" (Appendix D) providing for 7 A.M. to 3 P.M.; 3 P.M. to 11 P.M.; and 11 P.M. to 7 A.M. shifts is incorporated into the Collective Bargaining Agreement, except that paragraphs numbered "2" and "7" are deleted and the remaining five paragraphs are renumbered.
23. **Contract Bid System**

The provisions of the undated agreement titled "CONTRACT BID SYSTEM" executed by Capt. William J. Clark and COBARC President William Cooper, annexed hereto as APPENDIX "E", shall apply.

24. Effective December 31, 2006, pursuant to Civil Service Law Section 209(2) the parties hereby agree that all procedures pursuant to Civil Service Law Section 209(4) shall be invokable by either party in the event of disputes that reach an impasse in the course of collective negotiations. The intent of this section is to grant to the Union and the County, the right of final and binding interest arbitration under the auspices of the Public Employee Relations Board (PERB) in accordance with the provisions of the Taylor Law applicable to police and fire fighting units.

25. **Drug and Alcohol Policy**

The parties agree to the adoption of the Drug and Alcohol Policy as attached hereto as Appendix "F."

26. Effective January 1, 2009, the parties hereby agree to incorporate the attached Rockland County General Municipal Law Section 207-c Procedure as an Appendix.

**ARTICLE XIX - Effective Date and Duration of this Agreement**

This Agreement shall become effective on January 1, 2007 and expire on December 31, 2010.

**ARTICLE XX - Necessity for Approval by Appropriate Legislative Body**

IN ACCORDANCE WITH SECTION 204a OF THE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers and their corporate seals to be hereunto affixed this 1st day of April 2009.2010

FOR THE COUNTY:

[Signatures]

C. SCOTT VANDERHOEF
County Executive

JAMES F. KRALIK
Sheriff
FOR THE UNION:

CORRECTION OFFICERS BENEVOLENT ASSOCIATION OF ROCKLAND COUNTY

ERIC SERRANO
President

FRED RUTHERFORD
Treasurer

KATHY BRUSO
Vice President

PAUL JOACHIM
Secretary

ATTEST:

LAURENCE O. TOOLE
Clerk to the Legislature
Salary Schedule moved to the end of the Agreement
ARTICLE VIII – APPENDIX B

Provisions for the Administration of the Wage Plan

1. Administration

The Commissioner of Personnel shall be responsible for the administration of the Wage Plan. Such responsibility shall include the resolution of procedural matters or inconsistencies within the Plan which interfere with or prevent a uniform and equitable system of payment for personal services.

2. General

a. The rates of pay for the various positions determined to be in the unit shall be as set forth in Article VIII - Appendix A.

b. For those positions within a wage range no employee shall be paid less than the minimum nor more than the maximum of the wage range to which the position is allocated unless as otherwise specifically provided for in this Agreement.

c. Temporary employees not occupying a duly established position shall be paid only for hours actually worked at the beginning hourly rate of the position concerned.

3. Allocation of Position Titles to the Wage Plan

If a classification action of the Department of Personnel results in a change of position title, the Employer, upon establishing the position, shall determine the appropriate hourly rate or hourly rate range.

4. Reclassification of Positions

a. Resulting in a Higher Title

When an individual position has been reclassified to a title for which a higher hourly rate or hourly rate range has been established, an employee who had been permanently appointed to such position shall continue to be paid the original hourly rate or hourly rate range unless such employee is appointed to the reclassified title.

b. Resulting in Lower Title

When a position has been reclassified to a title for which a lower hourly rate or hourly rate range has been established, the hourly rate of any employee then occupying that position shall remain unchanged and if an hourly rate range has been established for such position such employee shall thereafter be eligible for any increment increases only in the lower hourly rate range.
5. **Re-appointments, Promotions and Demotions**

**General**

a. No employee shall suffer a loss in pay by accepting a subsequent appointment to a position for which an hourly rate or an hourly rate range has been established, that is no lower than the employee's present hourly rate or hourly rate range. Consequently any such appointment shall be paid the hourly rate or the starting rate of the hourly rate range or their current rate, whichever is greater.

b. Subsequent Appointment to a Position Allocated to a Higher Hourly Rate or to a Higher Hourly Rate Range.

Whenever an employee is subsequently appointed to a position with a higher single hourly rate or allocated to a higher hourly rate range they shall receive an increase in their rate of pay as follows:

1. From a position allocated to an hourly rate range to a position allocated to an hourly rate range. The employee shall receive one increment increase in their hourly rate of pay or the starting hourly rate of the higher position, whichever is greater.

2. From a position allocated to an hourly rate range to a position with a single hourly rate. The employee shall be paid the single hourly rate established for the higher position.

3. From a position with a single hourly rate to a position allocated to an hourly rate range. The employee shall receive the hourly rate within the range that is immediately higher than the single hourly rate. For example, an employee with a single hourly rate of $3.00, appointed to a position with an hourly rate range of $2.50 - 3.00 - 3.50 - 4.00 - 4.50 - would receive the hourly rate of $3.50, which is immediately higher than the $3.00 single hourly rate.

c. Subsequent Appointment to a Position Allocated to a Higher Hourly Rate or to a Lower Hourly Rate Range or Return to Original Position from Other Assignments.

Whenever an employee is subsequently appointed to a position with a lower hourly rate or allocated to a lower hourly rate range, or is returned to their original appointment after completing another assignment, then the hourly rate of pay shall be as if their service had been continuous in the position with a lower hourly rate range or in their original position.

6. **Reinstatement**

A reinstated employee's hourly rate of pay shall be determined as follows:

a. Reinstatement to a position with an hourly rate range, from a position with a single hourly rate.

The hourly rate shall be as if the employee's service in the position to which reinstated had been continuous
ARTICLE VIII – APPENDIX B

b. Reinstatement to a position with a single hourly rate. The employee shall be paid the single hourly rate.

For the purposes of this section (6a) continuous service shall not include any time between the termination of the previous employment and subsequent rehire.

7. Increment

a. The service of each employee shall be reviewed for the purpose of determining whether such employee shall be recommended for an annual increment increase. All personnel records including those pertaining to attendance and tardiness shall be considered in making recommendations to the Sheriff. Any increment which is not awarded as a result of an unfavorable evaluation of service when the employee would otherwise be eligible for such award may, in the discretion of the Sheriff, subsequently be awarded during the ensuing year without jeopardizing any subsequent award of an annual increment for which the employee would otherwise be eligible.

b. An employee shall be eligible for an annual increment on their anniversary date, except that employees hired on or before September 1, 1968 shall observe January 1st of each year as their anniversary date for the purposes of this section.
ARTICLE XVI – APPENDIX C

GRIEVANCE AND DISCIPLINARY PROCEDURES

A. BASIC STANDARDS AND PRINCIPLES

1. Every employee (within the scope of this Agreement) shall have the right to present their grievance in accordance with the procedures prescribed herein, with or without a representative of their own choosing, free from interference, coercion, restraint, discrimination, or reprisal.

2. It is a fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors, to promptly consider and take appropriate action upon grievances presented to them by employees under their supervision. To such extent as is practicable, appropriate authority shall be delegated to such supervisors to enable them to carry out the purposes of this Agreement.

3. The Sheriff shall be responsible for carrying out the provisions of this Agreement with respect to grievances in his department.

4. Grievances involving more than one employee (group grievances) shall be referred to the lowest supervisory level common to all of the aggrieved. Such employees, if they so desire, shall have the right to be represented by a single representative of their own choosing.

5. The informal resolution of differences prior to initiation of action under the formal grievance procedure is encouraged and shall be the rule rather than the exception.

B. APPLICATION

1. The provisions of this procedure shall apply to any alleged violation of this Agreement.

2. Anything to the contrary notwithstanding this procedure shall not apply to matters which are reviewable under administrative procedure established by law or pursuant to rules having the force and effect of law. Consequently, such items which include but are not necessarily limited to dismissals, demotions, suspensions, position classifications, Civil Service examination and ratings thereof are not subject to review as grievances under this procedure.

C. CONSIDERATION OF GRIEVANCES

1. Employees and supervisors are expected to exhaust every administrative device to settle amicably all differences of opinion. An employee must initiate action under this procedure within thirty (30) days after the occurrence of the alleged grievance.

2. In the interest of uniform procedure and to expedite handling, an employee shall present their problem or grievance through regular supervisory channels in the following order:
ARTICLE XVI – APPENDIX C

a. The First Stage - The Immediate Supervisor

The employee shall first request an interview with the Chief of Corrections. The Chief of Corrections shall within five (5) business days hold an informal discussion with the employee. To the extent his/her authority permits him/her, the Chief of Corrections shall make every attempt to arrive at an amicable settlement of the grievance. In any event a written determination shall be made and given to the employee within three (3) business days after the informal discussion. If the Chief of Corrections is unable to resolve the grievance to the employee's satisfaction or if the matter is beyond the authority of the Chief of Corrections, he/she shall advise the employee to submit his/her grievance in writing in accordance with the provisions of section (b) herein. The grievance statement shall be as brief as practicable and constitute a statement of fact as defined in Section H.

b. The Second Stage - The Appointing Authority

If a grievance is not satisfactorily settled at a first stage, the employee may within seven (7) business days of the date of the notice of the determination at the first stage request a review by the Sheriff or a member of his/her staff designated by the Sheriff to act in his/her behalf. An agreed upon statement of fact may be submitted jointly by the employee and his/her supervisor, or each shall submit separate statements. The Sheriff or his designated staff member, shall meet with the employee and his/her representative, if any, within seven (7) business days after receipt of the grievance. The review shall be informal, except that a written record must be maintained of the review. Such record shall constitute an adequate summary of the review and need not be a verbatim transcript.

In any event, the Sheriff shall within seven (7) business days of review give his determination in writing to the employee together with a copy of the written record of the review.

c. Appeal From The Sheriff's Determination

1. Upon failure to resolve his/her grievance satisfactorily at the department level, the employee may appeal in writing to the Grievance Board within fifteen (15) days of notice of the Sheriff's determination. The appeal request shall be a statement of fact as defined in Section H and shall be filed with the County Executive and the Union. The time limit for such notice may be extended upon written mutual agreement between the parties.

2. Upon receipt of the appeal from the employee, the Employer shall file with the Grievance Board all records pertaining to previous actions and determinations concerning the grievance.

D. GRIEVANCE BOARD - REPEALED
E. **TIME OF HEARING**

All hearings as well as all discussions between an employee and his/her supervisor or appointing authority shall insofar as practicable, be conducted during working hours. Employees whose attendance is required shall be allowed such time off from their regular duties as may be necessary and reasonable for hearings.

F. **TIME LIMITS**

Failure to comply with the time limits established for any stage of the procedure shall be deemed a withdrawal of the grievance if on the part of an employee; a determination resolved against the employee, if on the part of the immediate supervisor, unit, section or division head, or appointing authority, the employee shall then be entitled to appeal to the next stage or directly to the Grievance Board, as the case may be.

Time limits may be extended by mutual consent for a period not to exceed ten (10) business days.

G. **LEVELS OF SUPERVISION**

The fact that this procedure provides for three (3) stages for the resolution of a grievance before submission of a grievance shall not bar orderly processing of a grievance in departments or offices where only one or two levels of supervision exist. Where there are fewer than three distinct levels of supervision, including that of the appointing authority, then for the purposes of this procedure, a grievance shall be considered to have been properly processed when a written determination on the disposition of the grievance is given to the employee by the appointing authority. The minimum time limits shall be those established for the first and third, or third stages, respectively, as may be applicable.

H. **DEFINITIONS**

**Appeal** is the process or procedure by which an employee presents a grievance on which the employee has received a written determination from his/her appointing authority with which he/she is not satisfied.

**County** means the County of Rockland.

**Employee** means any person in the negotiating unit directly employed and compensated by the County of Rockland.

**Immediate Supervisor** means the employee or officer on the next higher level of authority in the department, institution, office or agency wherein the grievance exists and who normally assigns and reviews the employee's work, approves his/her time record or evaluates his/her work performance by or with the designation of the Sheriff.

**Representative** means the agent selected by the employee or a group of employees in the case of group grievances, to act in his/her or their behalf in the processing of a grievance.

**Stage** means a step of the procedure involving contact between the employee and a representative of management as a result of which a decision on the grievance is
ARTICLE XVI – APPENDIX C

made. A stage is considered to have been completed when a written determination is given to the aggrieved employee.

Statement Of Fact means a written summary of the alleged grievance and shall be in the following form:

1. The name, home address, title and work location of the aggrieved;

2. The name, title and location of the appointing authority;

3. A recital of the circumstances or conditions alleged to constitute the grievance;

4. The specific remedy or relief sought;

5. A summary of actions taken and of determinations made at previous stages with respect to said grievance.

Unit, Section Or Division Head means the employee or officer on a higher level of authority in direct line next above the immediate supervisor and below the level of the Sheriff unless otherwise designated by the appointing authority.

I. DISCIPLINARY PROCEDURE

A. In the case of a disciplinary, an employee may have the option of proceeding to a Section 75 (CSL) hearing, or to binding arbitration.

B. Presumption of Arbitrability: Whereas the present practice requires charged unit members to waive their Civil Service Law (CSL) Section 75 rights and elect binding arbitration in a standard form within the time specified in the charges, if they so wish, and, in the absence of such action, CSL Section 75 proceedings are presumed, effective as of the signing of this Memorandum of Agreement, the presumption will be that the proceedings are a binding arbitration and the unit member will be permitted to waive binding arbitration and elect CSL Section 75, if they so choose, in the same manner as before.

J. ARBITRATION

If the employee chooses binding arbitration, the following procedures will apply:

1. The arbitrator shall be chosen from a list agreed upon in January of each year by the parties, through their respective counsel or duly authorized representatives.

2. The fees and expenses of the arbitrator and the cost of stenographic services shall be shared equally between the employer and the union.

3. The arbitrator is empowered to receive, investigate, adjust, and adjudicate grievances submitted to it in accordance with the procedure set forth herein, and render determinations of guilt or innocence and the appropriateness of proposed penalties in any disciplinary proceeding submitted to the arbitrator.

4. The employer shall provide a place for the arbitration hearing on County property.
ARTICLE XVI - APPENDIX C

5. The arbitrator shall conduct a hearing, take testimony of the parties and their witnesses, and receive documents and other papers submitted as deemed relevant and appropriate by the arbitrator, and summon any and all persons considered necessary to the equitable adjustment of the disciplinary proceeding.

6. The arbitrator shall neither add to, detract from, nor modify the language of this agreement in arriving at the determination of any issue presented for determination.

7. The arbitrator shall not be bound by the formal rules of evidence.

8. The employee's entire record of employment may be considered with respect to the appropriateness of the penalty to be imposed, if any.

9. The arbitrator shall have authority to determine whether there was just cause for the discipline, and if the arbitrator determines that just cause does not exist, then the arbitrator shall determine an appropriate remedy.

10. All hearings before the arbitrator, as well as all discussions between an employee and the employee's supervisor or appointing authority shall, insofar as practicable, be conducted during working hours, subject to department needs and requirements. (Employees whose attendance is required shall be allowed such time off from their regular duties as may be necessary and reasonable for hearings.)

11. The arbitrator's decision after a hearing held in accordance with the procedure set forth herein shall be final and binding upon the parties.
ARTICLE XVIII – APPENDIX D

SHIFT SCHEDULE AGREEMENT

1. The 7 a.m. to 3 p.m., 3 p.m. to 11 p.m., 11 p.m. to 7 a.m. shift schedule will take effect on January 6, 1996, or earlier, by mutual agreement.

2. To the maximum extent possible, overtime will be filled on a volunteer basis with preference given to the most senior volunteers. However, correction officers may not volunteer or be assigned for more than two consecutive shifts.

3. If there are insufficient volunteers, assignment of overtime will continue to be ordered in inverse order of seniority to the officer who has the least amount of overtime units that week.

4. There will be no cap on the overtime that staff can work in a pay period.

5. Court and Transport Officers will be required to maintain the operation of the detail until relieved or completion of the assignment if they are unable to be relieved. On overnight details, officers assigned to the court transport post will be given first preference for overtime.
ARTICLE XVIII – APPENDIX E

CONTRACT BID SYSTEM

A.

1. All Staff will bid for shift, days off and post (if eligible) in November for the bid to go in effect for the start of the first pay period in January of the following year.

B.

1. Staff involved in the six-month bid will select their shift, days off and post in June to take effect on the first day of July. The staff involved in this bid must change shifts between the B line (7-3) and the C line (3-11).

2. Also at this time of bidding, if shift, days off, or posts become available any staff wishing to do so, will have the ability to bid by seniority. This will also go into effect on the first pay period for the month of July.

C. SIX MONTH BID SYSTEM

Twenty (20) slots shall be set aside for staff to enter into this alternative bidding. Bidding will follow our current system based on seniority. If our allotted assigned slots are not filled; they will be filled on an ordered basis by reverse seniority.

D. If a member of the staff is on 207-c status at the time of the bid, he/she shall remain on Monday through Friday 0900-1700 hours schedule. Upon return to full duty status he/she shall be eligible for alternative bidding during the bid for the six-month bidding system.
ARTICLE XVIII – APPENDIX F

DRUG AND ALCOHOL POLICY

I. POLICY

The use of controlled substances (which includes the abuse of prescription medications or their use in circumstances which impair the employee’s ability to perform his/her job) or being under the influence of alcohol during work hours is inconsistent with the County’s goal of providing a safe and productive workplace for all of its employees. Employers with successful drug and alcohol free workplace programs report a decrease in absenteeism, accidents, downtime, turnover, and theft, and increases in productivity and overall morale. The County has therefore established this policy in order to ensure that all employees are aware of the County’s prohibition of alcohol and drug use during work hours, and the consequences of such behavior.

This policy applies to all Bargaining Unit members subject to their collective bargaining rights, except those employees covered by the Omnibus Transportation Employee Testing Act of 1991 [personnel performing safety sensitive functions for the County or those who drive command vehicles requiring a commercial drivers license (C.D.L.)].

II. PROHIBITIONS

1. Performance of work functions is prohibited under the following conditions:

   (a) reporting for duty, or remaining on duty, with a breath alcohol concentration of 0.02%, or greater, as indicated by an alcohol breath test;

   (b) when the employee uses, or has used, any controlled substance, as indicated by a controlled substance test. The only exception is when such use is under physician’s order and does not impair the employee’s ability to perform his/her job duties;

   (c) using or possessing alcohol or any controlled substance while on duty except where such use or possession of a controlled substance is pursuant to a physician’s prescription and does not impair the employee’s ability to perform his/her job duties;

   (d) reporting to work within four hours after using alcohol;

   (e) a supervisor, trained in indications of prohibited alcohol or drug use, has a “reasonable suspicion” to believe the employee has engaged in prohibited alcohol or controlled substance use;

   (f) employee refuses to take a required alcohol or drug test;

   (g) employee fails to adhere to the terms of any Rehabilitation Agreement, which the employee has signed.
III. REQUIRED DRUG AND ALCOHOL TESTING

1. **Pre-employment:** This program does not impair or address the ability of the County to conduct drug and alcohol testing of potential employees prior to their employment.

2. **Post Accident:** Drug and alcohol tests will be conducted under the following conditions following an accident which occurs while the employee is on the job or while an employee is in the custody of a County vehicle which is involved in such an accident:
   
   (a) where the accident involves a fatality; or
   
   (b) the employee has received a citation for a moving traffic violation in connection with the accident; or
   
   (c) bodily injury occurred to any person who, as a result of the injury, receives medical treatment; or
   
   (d) when a supervisor so directs, and one or more motor vehicles involved in the accident incurred disabling damage and must be transported away from the accident scene by a tow truck or other vehicle.

3. **Reasonable Suspicion:** Reasonable suspicion is the criterion established by the Courts as the basis for the action by an Employer when an employee is suspected of illegally using drugs or abuse of alcohol either on or off duty. Reasonable suspicion need not rise to the level of the standard of probable cause, but must be substantially more than a hunch. There must be good cause for the suspicion and there must be reasons set forth in writing and provided to the employees, at the time such testing is directed, including the factual basis for the directive.

   A. Reasonable suspicion shall be based upon, among other things:

   (i) observable phenomena, such as direct observation of illegally using or possession of drugs and/or physical symptoms of being under the influence of alcohol or of a drug, controlled substance or marijuana;

   (ii) abnormal conduct or appearance or erratic behavior, and or deterioration of work performance;

   (iii) arrest or conviction for a drug or alcohol related offense or the identification of an employee as the focus of a criminal investigation into illegal drug use or trafficking;

   (iv) association with person(s) using or trafficking in illegal drugs;

   (v) information provided either by reliable and credible sources or from other sources, independently corroborated;

   (vi) evidence that the employee has tampered with a previously administered drug or alcohol test and/or has made false or misleading statements to County personnel regarding illegal use of a controlled substance or alcohol.
ARTICLE XVIII - APPENDIX F

B. "Reasonable suspicion" testing shall be conducted when a trained supervisor observes behavior, speech, odor or appearance that are characteristic of controlled substance misuse and/or alcohol use and, therefore, has a "reasonable suspicion." "Reasonable suspicion" shall include direct observation of use of alcohol or a controlled substance while on duty, or such time prior to reporting for duty that there is a reasonable belief that the employee has reported for duty in violation of this policy.

C. "Reasonable suspicion" may also be based on information provided by a reliable and credible source that the employee has used alcohol or a controlled substance while on duty, or at such time prior to reporting for duty, in such a manner or on such a basis that there is a reasonable basis to believe that the employee is reporting for work or working in violation of this policy.

D. The determination as to whether there is "reasonable suspicion" is to be made by the trained supervisor. Such supervisor shall set forth his/her observations in writing, on the form attached hereto or similar form, including a specific statement as to what conduct has been observed or what information was provided and by whom and whether the source was reliable. Such "reasonable suspicion" that the employee has violated this policy shall be confirmed in writing by another trained supervisor. Although confirmation is required whenever possible, such confirmation shall not be required where exigent circumstances exist. The supervisor initially observing the employee, or the supervisor providing confirmation, need not necessarily be assigned to the same unit as the employee, provided such supervisor has been trained as provided herein.

E. Belief that the employee has violated this policy must be based upon specific observations. "Reasonable suspicion" drug tests may be given up to twenty-four hours after the initial observation. However, all efforts should be made to have the test taken as soon as reasonably possible following the initial observation. If the initial observation is made at the end of an employee's shift, the employee may be required to remain so that he may be confirmed and tested.

F. Elements of "Reasonable Suspicion" Testing:

Observations of Employee's Physical Condition (EXAMPLES ONLY)
(a) slurred speech;
(b) confusion/disorientation;
(c) odor of alcohol or marijuana on breath or person;
(d) unsteady gait or lack of balance;
(e) glassy eyes;
(f) rapid/continuous eye movement or inability to focus;
(g) drowsiness;
(h) inattentiveness;
(i) apparent intoxicated behavior (without the odor of alcohol or marijuana);
(j) physical injury to self or others;
(k) tremors or bodily shaking;
(l) poor coordination;
(m) runny nose;
(n) very large or small pupils;
(o) slow or inappropriate reactions;
(p) other physical manifestations.
ARTICLE XVIII – APPENDIX F

Observations of Employee’s Behaviors (EXAMPLES ONLY)

(a) inability to respond to question, or to respond correctly;
(b) complaints of racing or irregular heart beat;
(c) marked irritability;
(d) aggressiveness (attempts at physical contact);
(e) inappropriate laughter, crying, etc.;
(f) sleeping on the job;
(g) fainting or repeated loss of consciousness;
(h) improper job performance and/or violation of work rules;

General Job Performance (EXAMPLES ONLY)

(a) excessive unauthorized absences in last 12 months;
(b) excessive use of sick leave in last 12 months;
(c) frequent Monday/Friday absence, or other pattern;
(d) frequent unexplained disappearances;
(e) excessive “extension” of breaks or lunch;
(f) frequently leaving work early;
(g) ignoring established procedures.

G. Belief that the employee has violated controlled substances prohibitions must be based upon specific observations. "Reasonable suspicion" alcohol tests must be given within two (2) hours of the initial observation. "Reasonable suspicion" drug tests may be given up to twenty-four hours after the initial observation. However, all efforts should be made to have the test taken as soon as reasonably possible following the initial observation. If the initial observation is made at the end of an employee's shift, the employee may be required to remain so that he/she may be confirmed and tested. The supervisor who makes the determination of "reasonable suspicion" shall not administer the test unless no reasonable alternative exists.

H. In those cases where the supervisor determines that the person’s behavior causes a potential threat of harm to himself/herself or others, the employee will be immediately removed from the work site. If necessary, the appropriate authorities should be contacted to assist in obtaining assistance for the employee.

I. Once a determination has been made to refer an employee for testing, it will be the responsibility of the supervisor to advise the employee of such decision and to escort the employee to a collection facility. When the supervisor is arranging for the escort of the employee to the collection facility, the County will provide the supervisor with any assistance necessary in the circumstances to protect the health and safety of all parties. The supervisor should remain with the employee until testing is concluded. In the event that leaving the scene and/or remaining with the employee is not feasible, the supervisor will arrange transportation to the collection facility (the employee will be instructed not to drive a vehicle), will notify the collection facility that the employee is being sent for testing, will request that the collection facility notify the supervisor when collection procedures are completed, will request that the collection facility arrange for the employee to be transported home following the collection process, and will notify the employee that he/she is not to return to work pending receipt of the test results by the County. At any point in this process the employee may request to be accompanied by his/her union representative.

4. Random Testing: All employees, upon notification that they are being scheduled for Random Drug and Alcohol Testing, will appear as required at the location specified for testing. Such
tests will be unannounced and performed once per quarter throughout the year. Random Drug and Alcohol tests shall be given at any time during an employee's shift. The procedure for random selection shall be determined by the independent agency administering the tests based upon a list of employees, identified by social security number consisting of ten percent (10%) of the unit plus two (2) alternates. That list shall be forwarded to the agency by email, copy to the Union President and the agency shall identify the employees to be tested by return email.

IV. TESTING PROCEDURES

A. Alcohol

1. Alcohol testing will be conducted utilizing an evidential breath testing ("EBT") device approved by the National Highway Traffic Safety Administration. The employee and the Breath Alcohol Technician ("BAT") conducting the test must complete the alcohol testing form to ensure that the results are properly recorded. Failure of the employee to sign the testing form shall constitute a refusal to take the test.

2. Two (2) breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02 % alcohol concentration is considered a “negative” test.

3. If the alcohol concentration is 0.02% or greater, a second or confirmation test must be conducted. The confirmation test must be conducted using an "EBT" that prints out the results, date and time, a sequential test number, and the name and serial number of the "EBT," to ensure the reliability of the results.

B. Controlled Substances

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

<table>
<thead>
<tr>
<th>Substance</th>
<th>Initial</th>
<th>Confirmatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana</td>
<td>50 ng/ml</td>
<td>15 ng/ml</td>
</tr>
<tr>
<td>Cocaine</td>
<td>300 ng/ml</td>
<td>150 ng/ml</td>
</tr>
<tr>
<td>Phencyclidine (PCP)</td>
<td>25 ng/ml</td>
<td>25 ng/ml</td>
</tr>
<tr>
<td>Amphetamines</td>
<td>1000 ng/ml</td>
<td>500 ng/ml amphetamine and meth amphetamine</td>
</tr>
<tr>
<td>Opiates</td>
<td>2000 ng/ml</td>
<td>2000 ng/ml morphine and codeine 10 ng/ml 6 acetylmorphine</td>
</tr>
</tbody>
</table>

Once a specimen is provided in a location that affords privacy, (employee and a laboratory observer of the same sex) specimens will be sealed and labeled to ensure an appropriate chain of custody, proper identification and integrity of the specimen.

2. The employee must provide at least forty-five (45) milliliters of urine. Failure to provide an adequate sample is considered a refusal to submit, and the employee is considered to have engaged in prohibited actions, pursuant to the rules. If the employee is unable
to provide the minimum amount of urine, the collection site person shall have the
employee consume up to forty (40) ounces of fluid and provide a sample within three
(3) hours. If, at this time, the employee is still unable to provide a specimen, the
employee will be sent for a medical evaluation to determine if there is any legitimate
reason for the employee's failure to provide a specimen, or there is a refusal to submit
an adequate specimen.

3. Visual observation of urination shall not be required, except in cases where a
previous diluted or adulterated sample has been detected. The observer shall be of
the same gender as the employee.

4. Each urine specimen shall be collected in two vials, one "primary" and one "split."

5. If the primary specimen confirms the presence of one or more of the drugs
hereinbefore set forth, or if the primary specimen indicates the presence of adulterants or dilution (as determined by the laboratory), the employee shall have
seventy-two hours to request that the "split" specimen be sent to another certified
laboratory for analysis. (Note: The employee must be removed from duties at this
time.) If the "split" specimen has a drug positive result, the employee shall
reimburse the employer for the cost of analysis of the "split" specimen.

6. If the screening test for the "primary" specimen has a drug positive result, a
confirmation test will then be performed for each drug identified in the "primary"
specimen, using gas chromatography/mass spectrometry (GC/MS) analysis.

7. All drug test results from both the "primary" specimen and, if requested, the "split"
specimen, will be reviewed and interpreted by a physician (also called a "Medical
Review Officer") before they are reported to the employer.

8. If the laboratory reports a positive result to the Medical Review Officer ("MRO"), the
MRO shall interview the employee to determine if there is an alternative medical
explanation for the drug found in the employee's urine specimen. If the employee
provides appropriate documentation and the MRO determines that it is legitimate
medical use of a controlled substance, the drug test result is reported as negative.

9. If, for any valid reason the MRO is unable to contact the employee or if the
employee expressly declines to discuss the test, then, after making reasonable
efforts to contact the employee, the MRO shall report a positive result.

10. Upon written request the MRO shall provide a copy of any positive result and
supporting documentation to the employee.

11. The County's use of any tests performed pursuant to this policy shall be limited to
determining the employee's conformance to this policy.

V. TEST REFUSAL

1. Any refusal to undergo any of the alcohol tests outlined above shall be regarded as
a positive test with a result of 0.02%, or greater. Any refusal to undergo any of
the tests for controlled substances outlined above will be accorded the equivalence
of a positive test. An employee shall be deemed to have refused where the
employee:
ARTICLE XVIII - APPENDIX F

(a) Refuses or fails to provide adequate breath for testing without medical explanation after the employee has received notice of the requirement of breath testing; or

(b) Refuses or fails to provide adequate urine for controlled substance testing, without a valid medical explanation, after the employee has received notice of the requirement for urine testing; or

(c) Engages in conduct that obstructs, delays or frustrates the testing process, including but not limited to the submission of an adulterated or dilute sample, or failing to appear for testing within sixty minutes of being directed to undergo a test. An employee is expected to report, without delay, for testing as instructed.

2. An employee will be disciplined for refusal to take a test required herein, subject to said employee's rights to contest such action under applicable Civil Service or other laws, or under the procedures set forth in an applicable Collective Bargaining Agreement. The parties agree that an appropriate penalty for refusal in all cases is discharge.

3. An employee on a previously scheduled approved leave, including but not limited to vacation or sick leave or a scheduled day off, shall not be required to undergo a Drug or Alcohol test if his or her name is randomly selected during that period. In such an event, the alternate(s) shall be tested in the place of the employee on leave.

VI. CONSEQUENCES OF POSITIVE TEST RESULTS

1. If the confirmation test results indicate an alcohol concentration equal to, or greater than, 0.02%, or if the employee has engaged in the prohibited use of a controlled substance as defined herein, the employee will be removed from all duties and may be subject to discipline. No return to duty will be permitted until the employee has been evaluated by a substance abuse professional ("SAP") chosen by the County, has complied with any treatment recommendations, and has been cleared for return to duty by the "SAP." Thereafter, a "return to duty" alcohol or drug test must be performed with satisfactory results. A satisfactory result will be less than 0.02% blood alcohol concentration, and/or one that is verified as negative for all controlled substances.

2. An employee who is referred by the SAP for treatment will be required to sign a Rehabilitation Agreement, and a release permitting the County to obtain the employee's treatment records. The employee will be expected to comply with all treatment recommendations set forth in the Rehabilitation Agreement as a condition of further employment. Failure to follow treatment recommendations will result in the employee's termination upon the successful establishment of a disciplinary charge consistent with an applicable Collective Bargaining Agreement.

3. During the period of treatment, the employee will be eligible to utilize his or her, accumulated sick, personal, holiday and vacation leave. Thereafter, the employee shall not otherwise be compensated during the period of said employee's absence. Employees who test positive will be allowed one opportunity for treatment and counseling.
ARTICLE XVIII – APPENDIX F

4. Once the individual returns to duty, unannounced follow-up tests shall be conducted at such frequency and for such duration of time as the "SAP" recommends. All follow-up tests shall be given at any time during an employee's shift, or no more than thirty minutes before, or thirty minutes after an employee's shift. A positive test following the employee's return to work will result in the employee's termination upon the successful establishment of a disciplinary charge consistent with the Collective Bargaining Agreement, if applicable. The employee shall bear the cost of all follow-up tests. The employer shall bear the cost of the SAP and of any compliance monitoring (monitoring the employee's following of the treatment recommendations set forth in the Rehabilitation Plan).

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

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

VII. PROCEDURE FOR HANDLING OF CONTROLLED SUBSTANCES AND PARAPHERNALIA

1. In those cases where a supervisor discovers an employee who possesses what appears to be a controlled substance, illegally-used drug or alcohol, he/she will proceed as described above for instances where "reasonable suspicion" exists, and, if the substance in question appears to be a controlled substance or illegally-used drug, will in addition perform the following steps:

(a) Immediately confiscate the substance and all equipment or paraphernalia directly employed with the substance. Wrap them in any available clean material (e.g. paper towel, copier paper, handkerchief). The supervisor will keep the package on his/her person or where he/she can be absolutely sure it cannot be tampered with.

(b) As soon as the supervisor can, he/she will put the wrapped materials, still in the wrapping, into a large envelope and seal the envelope completely. The supervisor's initials will be written over the seam of the envelope in several places.

(c) The supervisor will write the employee's name, his/her own name, and the date at the top of the envelope, will promptly notify the Rockland County Sheriff's Department of their actions, and will turn the envelope over as soon as possible to County law enforcement officials. The supervisor will witness the signing and dating of the envelope by the person to whom he/she turns it over.

(d) All persons who subsequently and for whatever reason have possession of the envelope will sign and date it in the presence of the previous supervisor.
ARTICLE XVIII – APPENDIX F

VIII. VOLUNTARY TREATMENT

1. Where a permanently appointed employee, on his/her own behalf, or someone on his/her behalf, voluntarily informs their Department Head that he/she is experiencing problems with alcohol or drug use, who has not previously been the subject of a disciplinary penalty, following applicable due process procedures, if any, for alcohol or drug use and has not been involved in any conduct or occurrence which would require the employee to be tested pursuant to this policy, that employee will be afforded the opportunity to participate in an alcohol or drug rehabilitation program, rather than being subjected to disciplinary action. Enrollment in an alcohol or drug program in lieu of disciplinary action shall only be available where the employee has never previously tested positive for drug or alcohol use while employed by the County.

2. An unpaid leave of absence for treatment on an inpatient or outpatient basis will be granted for a period not to exceed sixty (60) days. The Department Head, may approve an additional leave of thirty (30) days. The employee may use accumulated sick time, vacation time, holidays and other accrued leave time. The terms of the policy relative to said absences are not meant to affect or diminish those rights an employer or an employee would otherwise be entitled to pursuant to Civil Service Law.

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

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

5. Any employee who voluntarily chooses to participate in a program but fails to successfully complete the program or be recommended for return to work by the program or the Department Head, shall be subject to other appropriate action, including disciplinary action and/or action pursuant to Civil Service Law Section 75. Before any such action is taken or commenced, there shall be a meeting with the employee, a Union Representative and the Department Head or his/her designee to discuss the employee’s failure to complete the program.
ARTICLE XVIII – APPENDIX F

6. In the case of the first voluntary enrollment by an employee under this provision in an alcohol rehabilitation program, such voluntary enrollment shall not be considered the "first strike" in any subsequent disciplinary procedure brought against the employee for future violations of this drug and alcohol policy.

IX. CONFIDENTIALITY AND MAINTENANCE OF RECORDS

1. All employee testing records are confidential and test results will only be released to the appointing authority, the County Attorney and the substance abuse professional (SAP). Any other release of information will only be allowed with the employee's consent.

2. Records shall be maintained by the employer in accordance with the following time frames:

   One Year: negative and cancelled drug tests; negative breath tests;

   Two Years: training records; records relating to the breath and urine collection process;

   Five Years: positive drug and alcohol test, including B.A.C. results of 0.02% or higher; documented refusals to test; records of equipment calibration; records relating to employee referrals to a SAP and any of their evaluations; copies of annual testing summaries.

3. Any employee who is the subject of a drug test conducted under this policy shall, upon written request, have access to any records relating to his or her drug test and any records relating to the results of any relevant certification, review, and/or revocation-of-certification proceedings.

X. TRAINING

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

XI. NOTIFICATIONS

1. Every employee shall receive information about the signs, symptoms, and effects of alcohol misuse and controlled substance use, as well as a copy of the County's Policy and Procedures, the consequences of testing positive and whom to contact with the County to seek further information and/or assistance. Each employee shall be required to acknowledge in writing their receipt of this Alcohol and Drug Testing Policy and Procedure for Employees.
ARTICLE XVIII – APPENDIX F

XII. MISCELLANEOUS

1. An employee shall be paid for all time pertaining to an alcohol and/or drug test required pursuant to this Policy, including travel time to and from the test site. Such time shall be considered as time worked for the purposes of computing overtime and employee benefits.

2. When a decision is made to test based upon “reasonable suspicion,” the employee shall be advised that the employee may consult with legal counsel or a union representative. However, such consultation shall not unreasonably delay the testing process.

3. The failure to contact an attorney and/or union representative shall not constitute grounds for an employee to refuse any alcohol or drug tests, which may be required pursuant to the policy.

4. Employees on standby, or on call, are subject to the same alcohol and drug prohibitions set forth herein for employees on duty.

5. The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, social worker or addiction counselor certified by the National Association of Alcoholism and/or Drug Abuse Counselors Certification Commission.

6. The employer shall make available its Employee Assistance Program, which is capable of evaluating and resolving problems associated with the misuse of alcohol and controlled substances, for as long as an individual continues to be an employee.

7. Any costs to the employee not covered by medical insurance of the substance abuse professional shall be borne by the employer except as otherwise set forth herein.

8. If, as the result of a refusal or a positive test, the employer believes that just cause for discipline exists, then corrective discipline may be sought.

9. In cases of a positive test where the employer believes that just cause exists for discipline, the employee shall be served with a written notice of charges, as specified in the Collective Bargaining Agreement, but without any specific reference to a positive alcohol or drug test. Notwithstanding this requirement, the employer shall not be prohibited from disclosing the results of a positive alcohol or drug test to a decision-maker in support of any disciplinary charge alleging a violation of this Alcohol and Drug Policy.

10. In the case of a willful refusal to take a required alcohol or drug test, or in the case of a positive follow-up test after the employee has returned to work, or in the case of an employee's failure to comply with treatment recommendations set forth in a signed Rehabilitation Plan, the employee shall be subject to discipline in accordance with the disciplinary procedures of the collective bargaining agreement or New York State law, whichever is applicable.
ARTICLE XVIII - APPENDIX F

11. In the event that any portion of this Policy shall be found to be invalid by decision of a tribunal of competent jurisdiction, then such specific portions specified in such decision shall be of no force and effect. Upon the issuance of such a decision, then either party shall have the right to reopen negotiations with respect to a substitute for such portion of this Memorandum of Agreement involved.

12. Should any portion of the Policy be in conflict with the Collective Bargaining Agreement, then the applicable clause in the Policy shall be deemed superior to and shall supersede any other applicable part of the Collective Bargaining Agreement with which it conflicts.

13. The employer shall have the right to contract with an Alcohol and Drug Compliance Service to implement and administer the Alcohol and Drug Testing Policy.

XIII. FORMS

A. Acknowledgment of Receipt of Copy of County's Reasonable Suspicion Proposed Alcohol Policy
B. Rehabilitation Agreement
C. Substance Abuse Consent and Information Release Form
D. Urinalysis Information
E. Behavioral Checklist for Possible Substance Abuse Problems
ACKNOWLEDGMENT OF RECEIPT OF COPY
OF COUNTY'S DRUG AND ALCOHOL POLICY

I, ____________________________, hereby acknowledge that I have been given a copy of the County's Drug and Alcohol Policy and that my rights and responsibilities with respect to it were explained.

____________________________________
Signature of Employee/Volunteer

Dated: _____________________
ARTICLE XVIII – APPENDIX F

FORM B
REHABILITATION AGREEMENT

DATE

NAME________________________DEPARTMENT_____________________

Dear________________________,

On ________________, 20__, Rockland County agreed to your request to seek counseling and referral by the Employee Assistance Program to a Rehabilitation Program for alcohol and/or drug abuse. The following conditions apply to your Rehabilitation Program:

1. You must authorize your treatment provider to provide to the County’s EAP proof of enrollment in a Rehabilitation Program and proof of attendance at all required sessions on a monthly basis. Your attendance will be monitored closely and the County will institute appropriate disciplinary action if you do not regularly attend all sessions.

2. If you are absent from work during the rehabilitation period without prior authorization, you must promptly submit a written doctor’s certificate explaining the reason for such absence. The County will take disciplinary action if you are absent as a result of alcohol or drug use.

3. You will pay for all costs of rehabilitation that are not covered under the County’s medical plan.

4. Following the completion of your Rehabilitation Program, the County will test you for alcohol and/or drug use on a basis to be determined by your Substance Abuse Professional (SAP). The County will take prompt disciplinary action if your refuse to submit to testing or if you test positive following your treatment.

5. You must comply with all of the SAP’s recommendations for rehabilitation and follow-up treatment during your employment with the County. Your failure to do so will result in prompt disciplinary action.

6. You must meet all established standards of conduct and job performance. The County will institute appropriate disciplinary action if your on-the-job conduct or job performance is unsatisfactory.

By your signature, you agree to accept the above terms as conditions of your continued employment with the County of Rockland:

__________________________________________

Dated:________________________
I understand that Rockland County's Drug and Alcohol Policy requires that I provide a breath, hair, urine and/or blood sample for drug and/or alcohol testing. I hereby consent to such testing. I further authorize the testing laboratory to release my test results and related medical information to management officials and/or any outside reviewing agent chosen by Rockland County.

Employee ________________________________ Date ________________________________

Witness ________________________________ Date ________________________________

NOTE: The above information will be gathered by the drug testing laboratory at the time the sample is collected and will be used only for the purposes set forth in the Policy.
Pursuant to its written policy, Rockland County (the County) has directed you to provide a urine specimen for alcohol and/or drug testing. To ensure you are treated fairly and with dignity, the following safeguards have been adopted.

1. Prior Use of Legal Drugs

After testing, the County will afford applicants and employees the opportunity to list all prescription and non-prescription drugs they have used in the last thirty (30) days, to provide medical documentation that same were taken pursuant to the directions of a physician’s prescription and to explain the circumstances surrounding their use.

2. Providing the Urine Specimen

You are required to provide at least forty-five (45) milliliters of urine. If at first you are unable to do so, collection personnel will give you eight (8) ounces of liquid every thirty minutes until you are able to do so. You may provide your urine specimen in private. Neither the employer nor the collection site personnel shall be required to observe the giving of a sample unless the employee has previously tampered with a test or the county has reason to suspect that the employee will tamper with the test or the employee has previously tested positive.

3. Accuracy of Test Results

The County has taken precautions to assure your test results are accurate. Those persons administering the test have been fully trained in their use. The County has retained the services of a laboratory that uses accepted testing procedures. The laboratory uses two (2) separate tests. If the first test produces a positive result, the laboratory will administer a second, more sophisticated test. This second test measures the exact molecules of each drug; every drug has a different molecular structure, just as each person has a different fingerprint. Only if the second test is also positive does the laboratory report a positive test result. Both the scientific and medical community agree that this combination of tests used by the laboratory produces extremely accurate results.
FORM E
REASONABLE SUSPICION OBSERVED BEHAVIOR DOCUMENTATION
(Use back of form, if necessary, to complete any portion.)

Employee Name: ____________________ Department: ____________________
Date: ________________ Time: ________________

Description of Events:
______________________________________________________________________
______________________________________________________________________

Description of Observed Behavior In All Appropriate Areas:

1. Speech: _____________________________________________________________
2. Odor: ______________________________________________________________
3. Balance: ____________________________________________________________
4. Walking: ____________________________________________________________
5. Standing: ____________________________________________________________
6. Eyes: ______________________________________________________________
7. Face: ______________________________________________________________
8. Demeanor: __________________________________________________________
9. Awareness: _________________________________________________________
10. Other: _____________________________________________________________

Witnessed By: __________________________________ Date/Time: ______________
______________________________________________________________________
______________________________________________________________________

MRO Contact: __________________________________ Date/Time: ____________
MRO Comments: ________________________________________________________
To: Larry Sparber, LRS
From: Carisa Haberi, Sr. Benefits Specialist, Marketing & Communications
Date: April 29, 2008
Re: Platinum-12 Vision Plan Rates for Rockland County

Pursuant to your request, please find the most current monthly and annual premiums for the Platinum-12 Vision Plan:

- 7/1/08-6/30/09: $21.01 per month / $252.12 per year
- 7/1/09-6/30/10: $22.48 per month / $269.76 per year
- 7/1/10-12/31/10: $22.94 per month / $275.18 per year

Please do not hesitate to contact me if you any questions or concerns.

Sincerely,

Carisa Haberi
ARTICLE XVIII - APPENDIX H

ROCKLAND COUNTY
General Municipal Law
Section 207-c Procedure

Section 1. Applicability

Section 207-c of the General Municipal Law provides that any Police Officer "who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness."

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

Section 2. Definitions

A. County: The County of Rockland
B. Sheriff: The Sheriff of Rockland County
C. Claimant: Any bargaining unit member who asserts that he or she has been injured or who is taken sick in the performance of his or her duties as a result of the performance of those duties within the meaning of Section 207-c.
D. Claims Manager: The individual designated by the County and/or Sheriff who is charged with the responsibility of administering the procedures herein and making recommendations as to the course of treatment and the grant and denial of benefits.
E. Section 207-c Benefits: The regular salary or wages and medical treatment and hospital care payable to an eligible Claimant under Section 207-c. In addition to receiving his/her regular salary or wages and payment of medical treatment and hospital care, a Claimant receiving Section 207-c benefits shall be entitled to health insurance in the same manner in which the Claimant was receiving health insurance when working. A Claimant receiving Section 207-c benefits shall continue to accrue sick, vacation, holiday and personal leave as set forth in the collective bargaining agreement.
F. Managed Care Provider: The Corvel PPO Network shall administer medical services to claimants entitled to Section 207-c benefits. The Employer may elect to provide the same services provided by Corvel as set forth herein through another provider licensed to do business in the State of New York provided that:

1. the geographic areas of acceptability shall be the same;
2. the participating providers shall be provided whenever and wherever possible.

It is recognized that the Employer cannot guarantee that each and every participating provider shall be identical, however, the Employer shall use its best efforts to provide the equal number of participating providers in the same medical specialties provided by Corvel as of the date of this agreement; and
ARTICLE XVIII - APPENDIX H

3. the benefits and access to participating providers, both in network and out of network, shall be the same in all respects.

G. In the event the Employer elects to change the Managed Care Provider, the change will not become effective until at least ninety (90) days after delivery of notice to the Unit President as set forth herein.

H. Any dispute concerning:
   1. whether the benefits and access to participating providers, both in network and out of network, are in all respects the same;
   2. whether the geographic areas of acceptability are the same; and
   3. whether the number and specialties of participating providers are sufficient
      shall be resolved by expedited binding arbitration, pursuant to the voluntary Labor Arbitration Rules of the American Arbitration Association.

I. It is agreed and understood by and between the parties that the Employer shall provide notice to the Union President at least ninety (90) days prior to the effective date of the Managed Care provider change, in order for the Union to determine whether or not the provider change satisfies the criteria as set forth above. In the event the Union determines that the plan change does not meet the above criteria, the Employer shall not be permitted to implement any change until such time that the matter has been resolved through expedited binding arbitration, pursuant to the voluntary Labor Arbitration Rules of the American Arbitration Association.

Section 3. Application for Benefits

A. Any Claimant who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties, shall file a written incident report with the Sheriff and the Claims Manager within forty-eight (48) hours of the injury or illness occurring, or if the occurrence of the injury or illness is not known until some later date, within the lesser of the two full work days or 72 hours of that date, or the claim shall be deemed waived.

B. The incident report shall include, to the extent practicable, the following information:
   1) the time, date and place of the incident;
   2) a statement of the facts surrounding the incident;
   3) the nature and extent of the Claimant's injury or illness; and
   4) the name of any possible witnesses to the incident.

C. An application for Section 207-c benefits shall be filed on behalf of a Claimant within (30) calendar days of a timely filed written incident report. The application shall be filed by the Claimant, or, where the Claimant's injury or illness prevents him/her from filing, by any person with proper authorization to act on behalf of the Claimant. All applications for Section 207-c benefits shall be made in writing, using an official County application form that shall include the following information:
   1) the time, date and place where the injury or illness producing incident occurred;
   2) a detailed statement of the particulars of the incident;
   3) the nature and extent of the Claimant's injury or illness;
   4) the Claimant's mailing address;
ARTICLE XVIII - APPENDIX H

5) the names of any potential witnesses; and

6) the name and address of all the Claimant's treating physicians (requests for information to such physicians shall be limited to information germane to the injury or illness for which claim is made).

Section 4. Authority and Duties of Claims Manager

A. The Sheriff, with the assistance of the Claims Manager, shall have the sole and exclusive authority to determine whether a Claimant is entitled to Section 207-c benefits as a result of the injury or illness having been sustained in the performance of his/her duties. Such a decision shall be made within four (4) months of the filing of a claim, except that in the event that such a decision is not made within the four month period it shall have no effect upon the granting or denial of such benefit. In making the determination, the facts and circumstances giving rise to the application for such benefits shall be examined.

B. The determination of eligibility shall be made based upon the investigation of the Sheriff without holding a hearing. In that connection when the Claims Manager deems it necessary, the Claims Manager shall have the authority to require the attendance of the claimant and/or other witnesses, upon reasonable notice, at the office of the Claims Manager for the purpose of providing information relative to the claim. The Claims Manager shall also have the authority to do all that is necessary and advisable in his/her judgment for the processing of a Section 207-c application and the determination of whether the injury or illness was sustained in the performance of duty. This shall include but not be limited to:

1) employ experts and specialists to assist in the rendering of the determination of eligibility;
2) require the production of any book, document or other record that pertains to the application, injury, or illness;
3) require the Claimant to submit one (1) or more medical examinations related to the illness or injury;
4) require the Claimant to sign forms for the release of past and present medical information that bears upon the application;

C. During the investigation performed by the Claims Manager to determine eligibility, a Claimant must cooperate with the County and provide all necessary information, reports and documentation. After having provided the Claims Manager with the proper authorizations, the Claimant is not responsible for forcing any physician to respond to requests for information. Any Claimant who refuses to comply with reasonable requests of the Claims Manager shall be deemed to have waived his/her rights under the Section 207-c after such refusal. A Claimant who has been deemed to have waived his/her rights hereunder may appeal within ten (10) calendar days of such refusal and request a hearing pursuant to the procedures set forth below.

D. The Claims Manager shall mail a written copy of the recommendation on eligibility to the Claimant and the Sheriff with ten (10) calendar days of the conclusion of its investigation. The recommendation shall set forth the reasons for the Claims Manager's recommendation.
ARTICLE XVIII - APPENDIX H

E. Thereafter the Sheriff shall, within thirty (30) days of receipt of all relevant reports and information, endeavor to make a determination of eligibility.

F. An appeal from the determination of the Sheriff, pursuant to the procedures set forth herein below must be made within ten (10) days of receipt of the determination by the Claimant or the Claimant's representative.

Section 5. Time Off Pending Determination

A. Pending the determination of benefit eligibility, any time off taken by the Claimant that he/she claims is the result of the injury or illness giving rise to the application shall be charged to the Claimant's leave time accruals in the following order: sick leave; personal leave; vacation leave and any such other leave time accruals as may exist. If it appears probable to the Claims Manager that the Claimant will be eligible for such benefits and if the Claimant has exhausted all of his/her available leave accruals, the Claims Manager may, in its sole discretion, make an interim recommendation to the Sheriff that he/she authorize the payment of Claimant's benefits for the period during which the application is being processed, upon the agreement of the Claimant to repay such benefits in the event he/she is later determined to be ineligible.

B. If the Sheriff determines that the Claimant is eligible for Section 207-c benefits, all accruals charged to the Claimant during the pendency of the application shall be recredited to the Claimant and the Claimant shall be paid for time not covered by accruals. If the Claimant is determined to be ineligible for Section 207-c benefits, any benefits paid to the Claimant beyond the Claimant's accruals shall be refunded to the County and may be recovered by the County in a civil action, payroll deduction, or charge against future accruals. All such adjustments, as well as any adjustments concerning the taxable status of such payments, shall be made within ninety (90) days of the determination of the Sheriff.

C. If the Sheriff determines that a Claimant is ineligible for Section 207-c benefits, the Claimant may request a hearing pursuant to the procedures hereinbelow within ten (10) calendar days of receipt of the determination, as defined above. If the hearing officer determines that the Claimant is eligible for Section 207-c benefits, all accruals charged to the Claimant during the pendency of the application shall be recredited to the Claimant. However, the Claimant shall not be compensated for any benefits except for those for which he/she was eligible in accordance with the provisions of Section 207-c.

Section 6. Medical Treatment

A. After the filing of an application, the Claims Manager may require a Claimant to submit to medical or other health examinations through a participating physician of the Managed Care Provider as chosen by the claimant, including: (a) examinations necessary to render determination of eligibility, (b) examinations or inspection conducted to determine if the Claimant has recovered and is able to perform his/her regular duties, and/or (c) examinations required to process an application for ordinary and accidental disability retirement. Additionally, the Claims Manager may require the claimant to comply with the courses of treatment that are prescribed as a result of such examinations in accordance with directions of the Managed Care Provider.
ARTICLE XVIII - APPENDIX H

B. The claimant shall choose the physician as provided for in the Rules/Procedures of the Managed Care Provider and that physician's determination as to whether the claimant is disabled from the performance of his/her duties and the degree and duration of said disability shall be the primary medical evidence upon which the Claims Manager shall rely.

C. **Medical Reports.** All physicians, specialists and consultants treating a Claimant or recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The Claimant or recipient shall execute all necessary releases and the provision of such releases to the County shall be deemed compliance with his/her responsibility for the filing of said reports. The Claimant shall receive a copy of the medical reports filed with the Claims Manager. The medical reports which were filed shall remain confidential and only released for purposes of administering the procedures herein. The Claimant shall be entitled to a copy of any and all reports provided to the Claims Manager from the County's examining physicians, specialists and/or consultants. The cost of these reports shall be covered by the Network Provider.

D. **Payment for Medical and Related Services.** A Claimant approved to receive Section 207-c benefits must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness that gives rise to the claim which are approved by the Managed Care Provider but are not otherwise paid for. To the extent practicable, notice shall be made prior to the incurring of the expense. Bills for medical services, drugs, appliances or other supplies will require filing a copy of the medical bill and/or prescription by a doctor with the claims manager for the particular items billed, stating thereon that the items were incurred as a consequence of the injury or illness upon which claim for benefits is based, and that the item was approved by the Managed Care Provider.

Section 7. **Modified Assignments**

A. Any Claimant receiving benefits who has not been granted an ordinary or accidental disability retirement allowance or retirement for disability occurred in performance of duty allowance or similar accidental disability pension, may be referred to the Managed Care Provider chosen by the Claims Manager to determine the recipient's ability to perform modified duty. Any Claimant deemed able to perform modified duty by the Claims Manager, based upon the evaluation of the Managed Care Provider, may be directed by the Sheriff, in his/her sole discretion, to perform such modified duty.

B. A Claimant who disagrees with the order to report for modified duty may request a hearing, pursuant to the procedure set herein, within the lesser of the two full work days or 72 hours after receipt of the order.

C. Payment of full Section 207-c benefits shall be continued with respect to a Claimant who disagrees with the order to report to modified duty, until it is determined whether the Claimant is capable of performing the modified duty as set forth above. Where a determination has been made that the Claimant can report to and perform modified duty, and that individual fails or refuses to perform modified duty, if it is available and offered, that Claimant's 207-c status shall be discontinued and the benefits terminated.
ARTICLE XVIII - APPENDIX H

Section 8. Changes in Condition of Recipient

A. Every Section 207-c Claimant who is receiving Section 207-c benefits shall be required to notify the Claims Manager of any change in his or her condition. This notice shall be made in writing within forty-eight (48) hours of any such change.

B. Upon reasonable request Claimants shall provide a copy of relevant portions of their tax return to the Claims Manager for review to determine whether the Claimant is engaged in activities that may indicate a change in his/her condition.

Section 9. Right of Perpetual Review and Examination

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

1) requiring Claimant to undergo medical examination and/or treatment by the Claims Manager;
2) requiring Claimant to apprise the Claims Manager as to his/her current condition; and
3) requiring Claimant or any other involved parties to provide any documentation, books or records that bear on the Claimant's case.

Section 10. Termination of Benefits

A. If, for any lawful reason, including but not limited to all those reasons specified in these procedures, the Claims Manager determines that a Claimant is no longer eligible, the Claims Manager shall recommend that the Sheriff terminate such benefits. Notice of such recommendation and the reasons therefore shall be mailed to the Claimant and the Sheriff. The Claimant shall have the right of hearing pursuant to the procedures herein to request a hearing within ten (10) days of the notice of termination. Such hearing shall occur within 15 days of the Claimant's request and a decision shall be issued within 5 days of the close of hearing. The Claimant shall continue to receive Section 207-c benefits until a decision is rendered by the hearing officer with respect to the Claimant's eligibility.

Section 11. Hearing Procedures

A. Hearings requested under this procedure shall be conducted by a hearing officer appointed by the Sheriff. The Claimant may be represented by a designated representative and may subpoena witnesses. Except as provided below each party shall be responsible for its own fees and expenses incurred in the hearing. Either party, or the hearing officer, may cause a transcript to be made. The Claimant and the County agree to share equally the costs of the transcript. After the hearing, the hearing officer shall render a final determination in the matter under appeal. The fees and expenses of the hearing officer shall be borne by the County.
Section 12. Coordination with Workers' Compensation Benefits

A. Upon payment of Section 207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the County for periods during which a Claimant received 207-c benefits. If the Claimant received any Workers' Compensation benefits hereunder which were required to be paid to the County, the Claimant shall repay such benefits received to the County, or such amounts due may be offset from any Section 207-c benefits thereafter. Upon termination of Section 207-c benefits, any Workers' Compensation benefits which would otherwise have been or will be payable to the Claimant, shall be remitted to the Claimant.

Section 13. Discontinuation of Salary and Wage Benefits Upon Disability Retirement

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

Section 14. Miscellaneous

A. It is specifically agreed and understood that any reference related to General Municipal Law Section 207-c benefits is intended to implement the benefits or rights contained in the statute or any amendments made thereto. It is further agreed that any amendment of Section 207-c that affects this procedure will result in further negotiations to bring this procedure in conformity with that amendment.

B. The parties agree that any disputes relating to the administration of the provisions of this procedure shall be resolved through the hearing procedure contained herein.
### ARTICLE VIII.1 — SALARY SCHEDULE

**CORRECTION OFFICERS BENEVOLENT ASSOCIATION OF ROCKLAND COUNTY**

**Hourly Rates 1/1/2007 – 12/31/2010**

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*Included for reference **Only Correction Officers appointed on or before February 3, 1999 are eligible to receive an additional 5% longevity at the 25-year mark.