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#### **Contract Database Metadata Elements**

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Union: **Superior Officers Employees Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Orange County Local 836**

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**PLT**

**9342**

Agreement between

COUNTY OF ORANGE

And

SHERIFF OF ORANGE COUNTY

And

CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.  
LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES' UNION, AFL-CIO for  
THE SUPERIOR OFFICERS EMPLOYEES' UNIT, ORANGE COUNTY  
LOCAL 836

DATED: October 7, 2004

EFFECTIVE: January 1, 2003

**RECEIVED AT PERB 6/6/2005**

**ARTICLE ONE**

**PREAMBLE**

It is the mutual policy and intent of the parties to this Agreement to:

1. Maintain a harmonious and cooperative relationship between the County of Orange and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.

2. Promote fair and reasonable working conditions.

3. Comply with the New York State Public Employees Fair Employment Act.

4. Agree that there shall be no discrimination with regard to employment, promotions and job opportunities in violation of the terms of this Agreement or of applicable law and/or procedures because of Union membership, race, color, creed, sex, age, national origin, marital status, political affiliation or physical disability. However, if an employee or the Union believes the Employer is in violation of this provision, the employee or the Union may invoke the remedies provided herein through the Grievance Procedure, except that any violation of law may only be invoked by the remedies provided by law.

**ARTICLE TWO**

**RECOGNITION**

1. The parties to this Agreement are the County of Orange and the Sheriff of Orange County, hereinafter

referred to as the "County" or "Employer"), and the Civil Service Employees' Association, Inc., Local 1000, American Federation of State, County and Municipal Employees' Union, AFL-CIO (hereinafter referred to as the "Union") for the Superior Officers' Unit, Orange County Local 836.

2. Effective April 24, 2004 a stipulation of agreement was entered into between the County of Orange and the Sheriff of Orange County and their bargaining unit, i.e., the Civil Service Employees' Association Inc., Local 1000, American Federation of State, County and Municipal Employees' Union, AFL-CIO for the County Employees' Unit, Orange County Local 836 (hereinafter "CSEA County Unit"). The parties agreed to change bargaining unit representation for the following position titles: Deputy Sheriff and Captain, Deputy Sheriff and Lieutenant, Corrections Captain, Corrections Lieutenant, Senior Undercover Investigator. The listed position titles will be removed from the CSEA County Unit and included in the Civil Service Employees' Association Inc., Local 1000, American Federation of State, County and Municipal Employees' Union, AFL-CIO for the Superior Officers' Unit, Orange County Local 836. The Employer agrees that the Union shall be the sole and exclusive representative for all employees in the Superior Officers' Unit.

3. The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike. The Employer agrees that there shall be no lockout of employees, and the Union agrees that it shall not cause or sanction, either directly or indirectly, any picketing, boycott, strike or any other stoppage or slowing down of work during the life of this Agreement. In the event of any such unauthorized activity, the Union shall notify the participating employees that their activities are a violation of the Agreement and shall cease forthwith, and the Union shall order the employees to return to work immediately.

### **ARTICLE THREE**

#### **RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER**

**SECTION 1.** All management functions, rights, powers and authority whether heretofore or hereafter exercised shall remain vested exclusively in the Employer. It is expressly recognized that these functions include, but are not limited to:

1. Full and exclusive control of the management and operation of the County;
2. Direct supervision of the working force;
3. Scheduling of work;

4. The right to introduce new or improved methods or facilities;

5. The right to hire, promote, transfer, assign and retain employees and to appraise, train, suspend, demote, charge or take disciplinary action against employees;

6. The reduction or increase of the working force and work;

7. The right to abolish or change existing jobs, including the right to establish new jobs, and;

8. The right to formulate any reasonable rules and regulations.

**SECTION 2.** All functions, rights, powers and authority which the Employer has not specifically abridged, terminated or modified by this Agreement are recognized by the Union as being retained by the Employer.

**SECTION 3.** It is agreed that the above cited management rights are not subject to the grievance and/or arbitration procedures set forth in this Agreement unless in the exercise of said rights the Employer has violated a specific term or provision of one or more of the articles of this Agreement.

#### **ARTICLE FOUR**

##### **DEDUCTIONS**

1. Upon receipt of written authorization from the concerned employee, the Employer shall deduct membership dues, life insurance premiums, health and accident premiums, Union fraternal group insurance premiums for a

group home and group auto insurance program, as individually designated, home mortgage plan and PEOPLE from the biweekly pay of the employees. The amounts deducted shall be forwarded to Civil Service Employees' Association, Inc., 143 Washington Avenue, Capitol Station, Box 7125, Albany, New York 12224, or such other address as may be agreed to by CSEA Inc. The Union shall have the exclusive right to dues deductions.

2. The Employer shall make available its deferred compensation plan to active bargaining unit employees for the term of this Agreement. The County alone shall determine the plan provider and terms of the plan.

3. The Civil Service Employees' Association, Inc., having been certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have agency shop fee deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA, in an amount equivalent to the membership dues levied by the Civil Service Employees' Association, Inc. The Employer shall make a separate deduction for agency shop fees and remit the amount so deducted by a check made payable to CSEA, Inc. as provided in Section 1. Agency shop fee deductions will commence from the employee's first paycheck and continue until such time as CSEA notifies the employer to commence membership dues deductions.

The Union shall indemnify the employer and any of its representative(s) and hold the employer and any of its employees and officers harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of any action taken by the employer or any of its representative(s) for the purpose of complying with agency fee deductions made from the wages of those members of the bargaining unit who choose not to be union members; except that the Union shall not indemnify nor hold the Employer harmless if the Employer has acted in a negligent or intentionally wrongful manner. In addition, the Union shall reimburse the employer for any and all legal expenses associated with the defense of any such claim, demand or suit.

## **ARTICLE FIVE**

### **HOURS OF WORK**

1. Effective October 9, 2004, the workday for all full-time employees on each shift shall be eight and one quarter hours (8 1/4) hours, inclusive of a fifteen (15) minute shape up period and a one-half (1/2) hour paid meal period. Employees shall report for work fifteen (15) minutes prior to commencement of their assigned shifts for the purpose of receiving orders, instructions, job assignments and reporting to assigned work areas. The basic work week for employees shall be five consecutive



tours of eight and one quarter (8 1/4) hours followed by two consecutive pass days. Pass days will be regularly scheduled for the same day each work week.

2. The Sheriff will publish and post a twenty-eight (28) day work schedule showing all assignments. The work schedule will be published and posted at least fourteen days prior to the beginning of the twenty-eight (28) day period covered by the schedule.

3. Each employee will have 117 regularly scheduled days off each year or the equivalent of 104 regular pass days and 13 chart days.

4. Chart Days. Effective October 9, 2004 all employees will accrue 13 chart days annually. One chart day will accrue for every 28 days of employment. Chart days can be scheduled in advance based upon an employee's anticipated accruals. Chart days must be used before the end of the year in which they are accrued. For 2004 only, an employee may carry over three (3) chart days to the following year, 2005, but they will be cancelled if not used by July 31, 2005. Effective January 1, 2005 and thereafter, at the discretion of the Sheriff, a chart day may be carried over to the following calendar year based on exigent operational needs.

5. Changes in shift assignments and "pass days" (days off) shall be noticed in writing at least twenty-one (21) days prior to the effective date thereof. Such schedules may be modified by the Employer on less than twenty-one (21) days notice in cases of emergency, personnel absences, and by consent of the employee.

## **ARTICLE SIX**

### **OVERTIME**

1. Effective October 9, 2004, and hereafter, except as otherwise prescribed herein, work by an employee in excess of eight and one quarter ( $8 \frac{1}{4}$ ) hours a day or forty one and one quarter ( $41 \frac{1}{4}$ ) hours a week when authorized is considered overtime. For this purpose, all authorized leave time at full pay status and chart days, shall constitute time worked in the computation of a forty one and one quarter ( $41 \frac{1}{4}$ ) hour week. The overtime rate shall be calculated at one and one-half times an employee's base pay, holiday pay and clothing allowance divided by 1984.

2. Effective October 9, 2004, employees will not be permitted to accrue compensatory time. In addition, any employee who has an accrued bank of up to forty (40) compensatory hours will have until July 31, 2005 to use the accrued compensatory time or if not used by this date, will be paid out by August 31, 2005.

3. It is agreed and understood between the parties that the provisions of this Article 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 by a competent authority.

b. When the Employer finds overtime work to be necessary, employees shall work such overtime and will not unreasonably decline such assignments. Overtime rotation shall be on the basis of seniority for the senior employee within job classification and duty assigned.

5. An employee ordered on "call-in" status and who is subsequently directed to report back for work after his/her normal day schedule shall receive a minimum of four (4) hours pay at one-and-one-half (1 ½) times his/her applicable hourly rate for such hours worked or any part thereof. Time worked in excess of four (4) hours shall be compensated at one-and-one-half (1 ½) times the employee's applicable hourly rate.

## **ARTICLE SEVEN**

### **HOLIDAYS**

1. Effective October 9, 2004, holidays will be observed through the use of chart time as described in

Article Five, paragraph 4 Chart Time (Days). Employees will receive chart time/holiday pay as set forth in Schedule "A-1", "A-2" and "A-3" to be paid the first pay date in December of each calendar year. Chart time/holiday pay is calculated by adding the base pay plus clothing divided by 1984 multiplied by 52. New employees will receive a pro rata portion of the holiday pay listed in Schedule "A-1", "A-2", and "A-3".

2. Until October 9, 2004, all employees shall be required to request and take their entire holiday accruals each calendar year. In the event that the Employer cannot grant or approve the holiday time requested, and an alternative date is not agreed upon, the employee shall be paid for his/her unused holiday accruals on the last pay date of that calendar year. Those holidays are as follows:

- A. New Year's Day
- B. Lincoln's Birthday
- C. Washington's Birthday
- D. Martin Luther King Jr.'s Birthday
- E. Memorial Day
- F. Independence Day
- G. Labor Day
- H. Columbus Day
- I. Election Day

J. Veteran's Day

The Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve holidays shall be taken by June 30<sup>th</sup> of the next calendar year and, if not taken by that time shall be paid by August 1<sup>st</sup> of that calendar year. In the event an employee is separated from service, he/she shall be compensated at his/her straight-time hourly rate for those unused holiday days off.

**ARTICLE EIGHT**

**VACATION LEAVE**

1. a. Effective the pay period beginning October 9, 2004, and thereafter, employees will accrue vacation according to the following schedule:

Completed Years of Service	Vacation Days
First 5 years	13 days
5+ - 9 years	20 days
10 - 14 years	23 days
15 - 19 years	26 days
20+ years	30 days

b. For the purpose of recalculating existing vacation accruals, one day of vacation accruals equals 8 ¼ hours.

c. Vacations for the calendar year will be bid by seniority within title on or about June 1 for the following

year. The schedule for vacations shall be announced by August 31 for the following year. Accruals shall be recorded as of the first pay date of the calendar year based on the employee's years of service for that year. The parties will commence a Labor-Management Committee to establish a procedure to bid for vacations.

2. The Employer shall make available vacation leaves based upon efficiency, productivity, and workload requirements, provided that in each case the final right to make available vacation leaves rests with the Employer. In the event workload or other similar circumstances result in a conflict or for any other reason an adjustment is required, an effort will be made to approve an alternate date agreeable to both the Sheriff or his designated representative(s) and the employee. An employee may choose to take vacation leave in small increments subject to the Sheriff or his designated representative(s') approval, in advance.

3. Vacation leave shall not accrue for each accumulated period of eighty two and a half (82.5) hours leave without pay.

4. Upon separation from service of twenty-six (26) weeks or more, an employee or his estate or beneficiary, as the case may be, shall be paid for his unused vacation

accrual not to exceed 40 days. Effective October 9, 2004, upon retirement, at the option of the employee, all or a portion of the value of the accumulated but unused vacation leave, not to exceed forty (40) days, may be put in an account administered by the employer to pay the retiree's portion of retiree medical health insurance for the retiree and his/her qualified dependents consistent with the then current articles of the contract.

5. Upon transfer to another County Government Office, unused vacation leave accruals will be transferred and credited to the employee's account on a pro-rata basis.

6. Separation of employment from County Government, including resignations, followed by reinstatement or employment in County service within one year of such separation, shall not constitute an interruption of continuous service for the purpose of accumulating vacation benefits; however, the period during which the employee was separated shall not be counted in determining said employee benefits.

7. Accrued vacation leave credits shall be granted and may be used in units of no less than one quarter (1/4) hour or multiples thereof.

8. Any vacation leave accrued in excess of forty (40) days shall be cancelled on the last day of the calendar

year in which it was accrued unless permission to take leave in excess of forty (40) days was denied by the Employer.

## **ARTICLE NINE**

### **SICK LEAVE**

1. a. An employee who is absent due to an illness or other physical disability, or for medical examination or treatment which cannot be scheduled outside of working hours, or who is quarantined by order of the public health authorities, shall continue to be paid to the extent of his/her unused sick accrual. The rights and entitlements of an employee who is absent due to a disability compensable under the Workers' Compensation Law shall be regulated and limited by the provisions of Article Twenty, the provisions of this Article notwithstanding.

b. Full-time employees shall accrue sick leave at the rate of three (3) hours per pay period. Sick leave shall begin to accrue and may be used after completion of an employee's first pay period.

c. Effective October 9, 2004, employees with five years of continuous service from date of hire will accrue sick leave at the rate of four (4) hours per eighty two and a half (82.5) hours worked. Sick leave shall begin to



accrue and may be used after completion of an employee's first pay period.

d. Sick leave may be used for family illness, provided family meets the FMLA definition, with a cap of six (6) days per calendar year, or up to the amount of the employee's sick leave accrual, whichever is less, and paragraph 5 applies.

e. Sick leave is to run concurrently with FMLA leave, provided the leave usage is for a FMLA qualifying event.

2. Upon retirement, an employee shall have the following options:

a. A maximum of one hundred sixty-five (165) days of accrued sick leave credits or any part thereof, unused at the time of an employee's retirement, shall be credited to the employee's retirement benefits in accordance with Section 41j of the New York State Retirement Plan. An employee may receive a cash payment upon retirement equal to thirty percent (30%) of unused sick leave accrual in excess of one hundred sixty-five (165) days multiplied by the Final Average Salary computed by the New York State Retirement System.

b. At the employee's option, all or a portion of the dollar value of an employee's accumulated sick leave may be

placed in an account administered by the Employer to be used for the purpose of paying the employee's share of the cost of retiree medical health insurance for the employee and his/her qualified dependents consistent with the then current medical health insurance articles of the contract.

c. In the event that a retiree who has exercised the option available under this section dies prior to exhausting the dollar equivalent of his/her sick leave accruals, the retiree's covered dependents (spouse and/or eligible children), if any, shall, so long as eligible under the then current insurance plan, have continued coverage for the three (3) months following the month in which the employee's death occurs. Thereafter, so long as eligible under the then current insurance plan, the surviving spouse, and eligible dependents, if any, may continue to be covered by the County medical health insurance plan using the employee's account towards the full premium cost until its exhaustion and thereafter based upon their payment for participation.

d. In the event an employee dies prior to retirement, at the irrevocable option of the spouse or estate representative of the deceased, the estate may exercise the options available under this section for the use of the dollar value of the deceased's sick leave accruals on the

date of his/her death. This option must be exercised within three (3) months of the death of the employee. This provision does not give the surviving spouse, and dependents, if any, the right to continued coverage free of charge after the three (3) month period following the month in which the employee's death occurs consistent with Article Twenty-One, paragraph 7.

3. Sick leave shall not accrue for each accumulated period of eighty two and a half (82.5) hours leave without pay.

4. In the event an employee is unable to report for duty, it is essential that the employee notify the Employer two (2) hours before the start of the scheduled shift. In the event an employee neither reports for duty nor informs the Employer as herein provided, the absence may be the subject of disciplinary action.

5. Sick leave in excess of four (4) consecutive workdays shall be supported by a written statement or certification from a physician attesting that the illness warranted absence from work. The Sheriff or his designated representative(s) may require a doctor's certificate for any absence in the event there appears to be evidence of an abusive use of sick leave.

6. Upon termination of employment other than retirement the employee's unused sick leave balance is cancelled. In the event, the employee is reemployed by the County within (1) year, the last sick leave balance is reccredited; however, the period during which the employee was separated shall not be counted in determining any employee benefits.

7. The Sheriff or his designated representative(s) may grant, with the final approval of the Commissioner of Personnel or Deputy Commissioner of Personnel, sick leave at half-pay for personal illness to a permanent employee having at least ten (10) continuous years of service from date of hire, after all of his/her leave credits have been used, provided, however that the cumulative total of all sick leave at half-pay hereafter granted to an employee during his/her County service shall not exceed one pay period for each such completed year of his/her County service. Employees approved to receive sick leave at half-pay are not entitled to accrue leave benefits while receiving half-pay.

8. In the event that an employee has no accrued sick leave and is taken ill, accrued vacation leave or accrued chart time may be used as substitution for sick leave only in circumstances where the employee presents a written

statement or certification from a physician attesting that the illness warranted absence from work. This section does not excuse or permit excessive absenteeism or abuse of the sick leave policy.

**ARTICLE TEN**

**PERSONAL LEAVE**

1. a. An employee shall be entitled to personal leave as follows:

<u>Weeks of Service</u>	<u>Hours</u>
1-260	24.75 per 52 week period
261-520	33 per 52 week period
521 and up	41.25 per 52 week period

b. An employee who, with the prior approval of the Employer, is absent for personal reasons as hereinafter defined, shall continue to be paid to the extent of his/her unused personal leave accrual.

c. An employee shall be credited in advance with the personal leave credits prescribed in 1.a. above. In the event said employee has used more than his/her appropriate pro-rata at the time he/she is separated from the County service, his/her final check shall be reduced by that amount.

2. Personal leave is leave with pay which is required to attend to personal business which is beyond the

control of the employee which requires the individual presence of the employee and which cannot be attended to at a time other than the working hours of the employee. Other than in an emergency, an employee requesting personal leave must submit a written request in advance to the Sheriff or his designated representative(s) who shall give a written decision within three (3) days or less of receipt of the request. The Sheriff or his designated representative(s) will exercise a liberal policy in the approval of personal leave for religious holidays and observances commensurate with departmental workload. Substitution for or extension of vacation, chart time, sick leave, or other paid leave shall not be considered an acceptable reason for personal leave as herein defined.

3. Personal leave may be used in hour units or any multiple thereof. Any unused balance of personal leave at the end of each fifty-two (52) week period shall be credited to sick leave and used to augment the employee's sick leave accrual. Unused personal leave accruals shall not be compensated for in the event of the separation of the employee from County service. However, when an employee is transferred within County service his/her unused personal leave shall be transferred with him/her.

**ARTICLE ELEVEN**

**BEREAVEMENT LEAVE**

In the event of death of a member of an employee's immediate family as defined below, said employee shall be granted up to three (3) days paid leave without charge to any other paid leave accruals for workdays lost as a result of such death. The three (3) workdays for which this paid leave shall be granted are any three (3) workdays which include or encompass the day of the funeral. Five (5) days of bereavement leave shall be granted for the death of an employee's current spouse, legally married.

The County will not charge an employee's leave accruals where bereavement leave occurs while an employee is on other paid leave. The County may require proof of the qualifying relationship between the employee and the deceased.

Immediate family is defined to mean: husband, wife, son, daughter, brother, sister, father, mother, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, or any other person whose legal residence is that of the employee.

One (1) day's paid leave shall be granted in the event of the death of an employee's spouse's grandparent. Such day shall be the workday of the funeral or the workday preceding or following the funeral.

**ARTICLE TWELVE**

**OUTSIDE WORK OR GAINFUL OCCUPATION**

1. Definition: Except for an occasional investment in real property or securities, a sale of a house, motor vehicle or other personal property not performed in the course of a business, or the performance of domestic-related employment (including without limitation babysitting, yard work, landscaping, housekeeping, arts and crafts), the term outside work or gainful occupation means: the rendering of any service or the sale of anything for pay or remuneration from any source other than the Sheriff's Office or participation in any activity for which such pay or remuneration is received.

2. Restrictions: The following restriction criteria govern the granting of approval to engage in outside work or gainful occupation:

i. The number of hours to be worked must not exceed 20 hours in any (1) one calendar week.

ii. If any injury or illness occurs to an employee who is at the time engaging in an approved outside work or gainful occupation:

a. The County will not compensate such employee for such injury or illness.



b. If the employee is absent from duty as a result of such injury or illness, he/she must take accrued leave or annual leave.

iii. The outside work or gainful occupation must not interfere with an employee's scheduled duty or overtime or his/her availability for emergency or other recall duty.

a. Even though approval to engage in outside work or gainful occupation is granted to an employee, if he/she is assigned to work overtime or is recalled to duty, he must work that overtime or recall overtime.

iv. No employee may engage in outside work or gainful occupation:

a. When he/she is on sick leave or personal leave, or,

b. When he/she is absent from duty because of disability.

v. In preparing work schedules and/or tours, an employee engaging in outside work or gainful occupation must not be granted any special consideration.

vi. The Sheriff or his designated representative(s) may withhold or revoke approval to engage in outside work or gainful occupation when this is in the best interests of the Sheriff's Office.

a. Nevertheless, the Sheriff or his designated representative(s) may approve of an employee engaging in some kind of outside work or gainful occupation that is prohibited by this policy when he considers it to be consistent with the best interest of the Office.

vii. When an employee receives approval to engage in outside work or gainful occupation, the approval is granted solely for the specific work description, employer and conditions of employment as he/she specified in the request.

a. Each time the work description, employer or work conditions change, a new approval request must be submitted and the previous request must be withdrawn.

3. Prohibited Acts or Actions. All of the following acts or actions are prohibited:

i. Engaging in any activity directly or indirectly related to outside work or gainful occupation while on duty that benefits such outside work or gainful occupation or that may benefit it.

ii. Knowingly engaging in outside work or gainful occupation for any person of questionable character or being a business associate of such person.

iii. Wearing the Sheriff's Office issue uniform, in whole or in part, while engaged in outside work or gainful occupation.

iv. Using any items of Sheriff's Office issue equipment while engaged in outside work or gainful occupation.

v. Using a Sheriff's Office vehicle for transportation to or from any outside work or gainful occupation or in the performance of outside work or gainful occupation.

#### 4. Kinds of Prohibited Employment.

##### i. Employment Forbidden by Law.

No employee may engage in any activity or employment that is prohibited by law.

##### ii. Employment in conflict with or opposed to an employee's duties.

Certain kinds of employment, by their very nature, conflict with an employee's law enforcement duties and responsibilities. Irrespective of whether there exists a true conflict or whether the public misconstrues such kind of employment as being in conflict with an employee's law enforcement duties and responsibilities, an employee may not engage in activities associated with such employment.

The following are examples of such activities:

- a. Tow truck operator.
- b. Process service.
- c. Bail bond agencies.
- d. Collection agencies.
- e. Attorney at Law.

iii. When employed by the Sheriff's Office an employee may not be employed by any other County Agency.

5. How to Request Approval.

i. A requesting employee, two weeks before his/her employment is expected to start, submits a memorandum requesting to engage in outside work or gainful employment in accord with the instructions printed on the outside work or gainful employment form.

ii. The memorandum form will be reviewed by the Sheriff or designated representative who will approve or disapprove the request and return it to the requesting employee. A copy of the request will be placed in his/her personnel file.

At the time of ratification of this Agreement, if an employee has approval for outside work or gainful occupation and expects any permanent or extended continuation of such employment, he/she should submit a memorandum (original and one copy) to the Sheriff or a

designated representative(s) to inform him of this. A copy of this memorandum will be placed in the employee's personnel file.

## **ARTICLE THIRTEEN**

### **LEAVE WITHOUT PAY**

1. The Employer may grant a leave of absence without pay to a permanent employee for a period not to exceed one (1) year upon receipt of written request stating reasons and duration. Such leave may be granted for any reason, other than to accept another position of employment outside of the employee's department. Such leave shall be for a specific period of time; however, the employee and Employer may mutually agree to terminate such leave prior to its expiration. Such employee shall submit said written request to the Commissioner of Personnel, with a copy to the Sheriff or his designated representative(s), whereupon the Commissioner of Personnel shall make a final decision. The decision of the Commissioner of Personnel shall be in writing and shall include the reason for said denial. Leaves of Absences will run simultaneously with FMLA providing the leave is for a FMLA qualifying event.

2. In the event an employee on leave without pay as herein provided shall be confined by a physician for reasons of health, he/she shall receive paid sick leave,

not to exceed his/her total accumulated sick leave, during the period of said confinement. The initiation and termination of confinement shall be determined and certified in writing by the employee's personal physician, subject to the Employer's right to verify such need with its own physician at its own expense.

3. Employees who have prior knowledge of the need to be absent from the workplace on a leave of absence shall request, complete and return to the Sheriff or his designated representative(s) all paperwork regarding their leaves before the first day they are absent from work. If the absence is unforeseen or unscheduled, employees shall request, complete and return to the Department all paperwork regarding their leaves as soon as possible, but in no event later than ten (10) work days after the first day of such absence. Failure to do so may result in action in accordance with Article Twenty-Nine, Disciplinary Procedure.

#### **ARTICLE FOURTEEN**

##### **JURY DUTY**

1. On proof of the necessity of jury services/or appearance as a witness pursuant to subpoena or other order of the court, an employee shall be granted a leave of absence with pay with no charge against leave. This does

not apply to any absence by an employee if he/she is a party to an action. The employee shall promptly notify management, upon receipt of notice of his/her jury duty requirement, but in no event shall less than three (3) days notice be given from the date of reporting for duty. The requirement that an employee only phone in for jury duty does not excuse an employee from work.

2. The employee shall be entitled to the difference between his/her daily pay less fees received as a witness or juror. To comply with this requirement the employee will, within ten (10) days of receipt, submit to the Commissioner of Finance all jury and court fees. Mileage fees are retained by the employee.

3. In the event the employee is excused from jury or witness duty, he/she will return to work unless two (2) or less hours remain in the normal workday.

4. During the period of jury duty, the employee will be temporarily assigned a 9:00 a.m. to 5:00 p.m. shift.

## **ARTICLE FIFTEEN**

### **MILITARY LEAVE**

The Employer will comply with applicable federal and state law, as amended, with respect to Military Leave, including but not limited to the provisions of New York law, Military Law Section 242, providing pay for "ordered military duty" (which includes ordered service in the reserve force) for a period not exceeding a total of thirty

(30) days or twenty-two (22) working days, whichever is greater, in any one (1) calendar year and not exceeding thirty (30) days or twenty-two (22) working days, whichever is greater, in any one continuous period of such absence. In the event that the State of New York passes legislation to provide other benefits for special military call-up then the County Executive will request that the County Legislature consider the passage of similar legislation.

## **ARTICLE SIXTEEN**

### **ASSOCIATION TIME**

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

2. There shall be designated bulletin boards or a reasonable section thereof for use by the Union. Typed and printed notices may be posted with the approval of the County Executive's Office or the Sheriff or his designated representative(s). Requests for approval will be acted on as soon as reasonably possible. Items involving social activities, notices of Union meetings, elections and appointments are excluded from this requirement. All Union notices must be signed by the appropriate Union officer. Notices must bear the date of posting and date of removal and be removed promptly when they have served their



purpose. The Employer has the prerogative to remove material not meeting the above requirement.

3. Both parties agree that there shall be no unreasonable Union activity on County time. Such Union activity, however, must be authorized in advance by the County Executive or his designated representative(s). Authorization shall not be unreasonably withheld. The parties agree that activities of official Union representatives, as listed in paragraph (1), shall be carried out in a manner that will not interfere with normal work functions.

4. The Union or its agent, if a County employee, shall be granted reasonable time off to represent an employee at grievances that have not been resolved by the employee through discussion with the Sheriff or his designated representative(s) or Discharge and Disciplinary Proceedings, and such time shall be granted without charge to leave. Both the employee and Union or its agent shall be granted reasonable time to meet, without charge to leave. Approval by the Sheriff or his designated representative(s) shall be requested in advance of such meeting on a form that has been mutually agreed to. Said meeting shall take place at such time and such place as the Sheriff or his designated representative(s) deems will not impede the normal

operations of their offices or departments or unduly interrupt performance of normal duties and responsibilities by said employee and Union official or agent. Every effort will be made to hold such work interruptions to a minimum.

5. No employee designated pursuant to this Article shall be discriminated against or coerced in any way by the Employer on account of work performed on behalf of the Union and the employees.

6. The Union President or his/her designee, upon written request to the Sheriff or his designated representative(s) and the Commissioner of Personnel at least two (2) days in advance, shall be granted up to a maximum of forty one and a quarter (41.25) hours leave each calendar year for official Union business without charge to other leave.

7. Upon written request of the Union to the Sheriff or his designated representative(s) and the Commissioner of Personnel at least two (2) days in advance, the County will approve paid absences by Union representatives other than the President for attendance at Union meetings up to a total of one (1) day annually for all such paid absences combined. The Union shall furnish the County with a list of the names, departments and Union positions/functions of

said representatives no later than ten (10) days following ratification of this Agreement by the parties.

8. a. Authorized spokesmen for the Employer and the Union shall meet, at the request of either party, to discuss questions or differences of opinion concerning administration of the Agreement. Such request shall be in writing, addressed to the County Commissioner of Personnel or the Union President at their respective official addresses, and shall include a statement of the specific subject matter or matters to be discussed.

b. A meeting shall be scheduled by mutual agreement no later than seven (7) working days after receipt of such request. Said meeting may be adjourned and reconvened by mutual agreement during a thirty (30) day period following the first session.

c. The parties shall make a good faith effort to resolve the specific questions and differences of opinion over administration of the Agreement set forth in the written request for said meeting. Any agreement or understanding between the parties shall be in writing and signed by an authorized representative of each party. In the event that no agreement is reached during the thirty (30) day period prescribed in Article 16.8(b) above, the meeting shall be terminated, and there shall be no request

for a meeting on substantially the same subject during the terms of the Agreement. The operation of this clause shall in no way diminish or impair the Union's rights to process grievances pertaining to the same or similar matters, as hereinafter described.

## **ARTICLE SEVENTEEN**

### **SENIORITY**

1. Seniority for all employees shall commence on the first day of full-time employment with the Sheriff in an authorized position. Where two or more employees have the same seniority date as herein defined, seniority shall be determined by the employee's time in rank. Where two or more employees have the same time in rank, seniority shall be determined by the time spent in an authorized position in the Office of the Sheriff.

2. The application of this section, where appropriate, shall be governed by Civil Service Law and Rules and Regulations.

## **ARTICLE EIGHTEEN**

### **TENURE**

Employees in the non-competitive class, as described in Section 75.1(c) of the New York State Civil Service Law, and labor classes shall be accorded the same rights that competitive employees receive under the provisions of

Section 75 of the Civil Service Law and the Orange County Civil Service Rules as it relates to removal or suspension, upon completion of their initial probationary period.

## **ARTICLE NINETEEN**

### **EDUCATION**

1. An employee who has received the prior written authorization of the Commissioner of Personnel to take a course(s) directly related to his/her job or its promotional field shall be reimbursed by the Employer at a rate not less than fifty percent (50%) for such course(s) plus the cost of required textbooks. An employee who receives reimbursement for courses related to his/her job or its promotional field shall agree to remain in the County's employ for a period of two (2) years following completion of said coursework or, alternatively, agrees to reimburse the County in full if he/she voluntarily leaves County employment or is separated for cause prior to completion of the two (2) year period.

2. Eligibility for payment in circumstance above requires that such employee receive a passing grade of C or better in said course(s). In order to receive reimbursement, the employee must submit an official transcript reflecting the passing grade(s) for the course(s) taken to the Department of Personnel, along with

paid receipts for tuition and books and a copy of the Education Reimbursement Request form approving the course(s) for which the employee is seeking reimbursement. Paperwork must be submitted to the Department of Personnel within sixty (60) days after completion of the course(s) or reimbursement will be denied. Incomplete paperwork will be returned to the employee. Complete paperwork will be forwarded to the Department of Finance for payment.

The reimbursement rate shall be the undergraduate or graduate tuition rates currently in effect at SUNY @ New Paltz for the semester in which the employee is applying. In addition, whenever possible, employees are encouraged to matriculate at colleges or universities belonging to SUNY.

## **ARTICLE TWENTY**

### **WORKERS' COMPENSATION**

1. Except as presented in Paragraph 2 of this Article Twenty, an employee who is necessarily absent from duty because of occupational injury or disease as defined by the Workers' Compensation Law may, pending adjudication of his/her case and while his/her disability renders him/her unable to perform the duties of his/her position, be granted leave with full pay for a period not to exceed twelve (12) months, after the use of all sick leave and other paid leave accruals. A written application for said

leave shall be submitted to the Sheriff or his designated representative(s) for comments and transmittal to the Commissioner of Personnel who shall make a final decision. Vacation and sick leave credits shall not be earned under these circumstances for periods that an employee is on such discretionary twelve (12) months leave with pay. Should the disability persist beyond this period, plus accumulated sick leave credits and other time credits, such officer or employee may be placed on leave without pay for a further period not to exceed twenty-four (24) months. When such officer or employee has been awarded by the Workers' Compensation Board compensation for the period of his/her leave with pay, such compensation award for loss of time for such period shall be credited to the County, and upon his/her return to active duty, such officer or employee shall be recredited with the proportion of earned credits consumed during the period of his/her absence, which the amount of his/her Workers' Compensation award covering the period of earned sick leave and other time credits consumed and credited to the County, bears to the amount of salary he/she received during the period that sick leave and other time credits were consumed.

2. A Superior Officer who is injured in the performance of his/her duty or who is taken sick as a result of the performance of his/her duties in accordance with the provisions and applicable case law and opinions interpreting Section 207c of the General Municipal Law,

shall be compensated in accordance with and subject to the provisions of Section 207c.

**ARTICLE TWENTY-ONE**

**INSURANCES**

**SECTION 1 - HEALTH INSURANCE**

1. All employees of the Employer shall be eligible for membership in the New York State Employees' Health Insurance Program (Empire Plan) subject to the Orange County Employee Benefits Guidelines (The Employee Benefits Guideline Book defines benefits eligible as: The employee must have been hired for an anticipated period of employment of at least three months, and must work a regularly scheduled work week of twenty (20) hours or more); however,

2. The Employer reserves the right to substitute insurance carriers, self-insure or a combination of the two, provided that the schedules of benefits are to be substantially the same as the New York State Employees' Health Insurance Program (Empire Plan), as amended from time to time.

3. Before the Employer effectuates such a change, it will submit said anticipated plan or plans to a Union Insurance Committee who will ascertain whether they think the obligations under 2. of this Section have been



fulfilled. In the event a dispute arises as to the fulfillment of the obligations under 2. of this Section, the matter shall be submitted to arbitration pursuant to Article Thirty of this Agreement. However, it is understood the Employer may substitute the new carrier or self-insurance program, or a combination of the two, prior to any such arbitration decision, if the Employer decides to proceed despite the pending arbitration.

4. a. The Employer shall contribute 100% of the premium or assume 100% of the cost of the Empire Health Plan Core Plus with Medical and Psychiatric Enhancements for employees and dependents hired on or before August 21, 1987.

b. Employees hired on and after August 22, 1987, shall contribute to the premium or cost of the Empire Health Plan Core Plus with Medical and Psychiatric Enhancements for themselves and their dependents as follows:

(i) For individual coverage only, an employee shall not contribute annually more than five hundred dollars (\$500) or two and one-half percent (2 1/2%) of biweekly earnings, whichever is less, via payroll deductions;

(ii) For dependent coverage, an employee shall not contribute annually more than seven hundred fifty dollars (\$750) or two and one-half percent (2 1/2%) of bi-weekly earnings, whichever is less, via payroll deductions. Effective October 9, 2004, this provision is null and void for employees holding Deputy Sheriff and Captain and Deputy Sheriff and Lieutenant positions.

c. The health insurance contribution as outlined in paragraph 4.b. shall be waived for employees employed by the County for ten (10) consecutive anniversary years and who are enrolled in and covered by the New York State Employees' Health Insurance Program (Empire Plan).

d. (i) Effective October 9, 2004 employees who hold Deputy Sheriff and Captain and Deputy Sheriff and Lieutenant positions, who have less than ten (10) years of service with the County, shall be required to contribute annually \$2,290 and those employees with more than ten years of service with the County, shall contribute annually \$1,790, toward the premium cost of medical health insurance for individual coverage via payroll deductions in pre-tax dollars on a biweekly basis, unless the employee opts to contribute on a post tax basis.

(ii) For dependent coverage, employees who hold Deputy Sheriff and Captain and Deputy Sheriff and

Lieutenant positions who have less than ten (10) years of service with the County shall be required to contribute annually \$2,540 and those employees with more than ten (10) years of service with the County, shall contribute annually \$1,790, toward the premium cost of medical health insurance on a biweekly basis, unless the employee opts to contribute on a post tax basis.

(iii) The \$1,790 contribution in Article Twenty One (d) (i) and (ii) will sunset on December 31, 2013.

5. The Employer reserves the right, in its sole discretion, to offer and continue to offer employees the opportunity to participate in one or more Health Maintenance Organizations (HMOs). In such event, the Employer shall contribute to premium payments in an amount not to exceed the premium costs paid for the health insurance described in Section 1, Paragraph 4 hereof. In the event premium costs for participation in any HMO exceeds the premium costs paid pursuant to Section 1, Paragraph 4, then an employee desiring participation in such HMO must assume such excess costs, or declining to do so, participate in an Employer plan which requires no excess premium contribution.

6. a. If any employee, hired before December 17, 1984, ends his employment with the Employer before retirement

age, he may continue to participate in the Employer's medical health insurance plan as provided herein. To be eligible for continued coverage, the employee must have:

- (1) - completed ten (10) anniversary years of service with the Employer
- (2) - be enrolled in the Employer's health insurance plan at the time employment is terminated, and
- (3) - be within five (5) years of eligibility for retirement benefits from the applicable state retirement plan.

To continue coverage after termination, the former employee must pay the full cost of coverage except that when the employee commences receiving his retirement benefits from the applicable State retirement plan the Employer will pay 1/20 of the premium for such coverage for each completed anniversary year of service by the employee for the Employer.

b. If any employee, hired on or after December 17, 1984 ends his employment with the Employer before retirement age, he may continue to participate in the Employer's medical health insurance plan as provided herein. To be eligible for continued coverage, the employee must have:

- (1) - completed twenty (20) anniversary years of service with the Employer
- (2) - be enrolled in the Employer's health insurance plan at the time employment is terminated, and
- (3) - be within five (5) years of eligibility for retirement benefits from the applicable state retirement plan.

To continue coverage after termination, the former employee must pay the full cost of coverage except that when the employee commences receiving his retirement benefits from the applicable State retirement plan the Employer will pay 1/30 of the premium for such coverage for each completed anniversary year of service by the employee for the Employer.

7. If an employee with dependents covered by the health insurance plan dies, coverage for the employee's dependents will be continued for the three (3) months following the month in which the employee's death occurs. If the employee had ten (10) anniversary years of service with the Employer at the time of the employee's death, the employee's dependents may continue coverage at the dependent's expense until, (a) in the case of the employee's spouse, the spouse remarries or (b) in the case

of the employee's other dependents, the dependent no longer is a dependent as defined in the Employer's health insurance plan.

8. The parties agree to provide for an optional buy-out of the medical portion of health insurance coverage by an employee. The buy-out of the medical portion of health insurance coverage shall provide that an employee who is covered by another medical health insurance plan, may notify the Employer on a Request to Decline and Waive Medical Health Insurance Coverage form, available from the Employer's Division of Risk Management, that the employee is opting to decline and waive the medical health insurance coverage provided by the Employer, for which the employee is eligible and entitled to receive. The election of such option is to be exercised annually, during the open enrollment period. If the option is not so exercised, the employee shall be automatically enrolled in the Empire Plan, effective January 1<sup>st</sup> of the following calendar year.

An employee who declines and waives medical health insurance coverage as provided above, shall be compensated at the rate of \$2,000.00 per calendar year, payable in equal payments on a quarterly basis, for the period of time the employee declines and waives medical health insurance coverage provided by the Employer.

It is further agreed and understood by and between the parties, that an employee who elects to receive the buy-out shall, at any time during the period for which the employee has declined and waived medical health insurance coverage through the Employer, be required to provide written notice to the Employer that the employee is covered by medical health insurance under a different plan. The employee understands that participation in a medical health insurance plan is mandatory. An employee who has elected to receive the buy-out, is required to provide proof and written notice to the Employer on the Employer's Request to Resume Medical Health Insurance Coverage form, available from the Employer's Division of Risk Management, that he/she has involuntarily lost medical health insurance coverage and needs to re-enter the medical health insurance plan provided by the Employer. The parties recognize and agree that the effective date of the employee's re-establishment of medical health insurance coverage provided through the Employer shall be at the earliest possible date as provided by the plans. The Employer agrees to notify the plan upon notice by the employee to them, of that employee's decision to re-establish medical health insurance coverage through the Employer.

9. An employee who retires and receives benefits pursuant to the terms and conditions of the New York State Retirement and Social Security Law is entitled to receive health insurance coverage, excluding optical and dental plan coverage, for the employee and his/her dependents subject to the terms and conditions of the current Orange County Employee Benefit Guidelines Book as of March 11, 2004 with amendments specified in this Agreement, at no cost to the employee provided the employee has his/her last ten (10) continuous years of benefits eligible service with the County at the time of retirement. In addition, all employees who are eligible to continue medical health benefits in retirement will be enrolled in the Empire Plan.

Employees who have less than ten (10) years of continuous service with the Sheriff's Office effective December 19, 2003 and retire from the County and are receiving benefits from the New York State Retirement System, and have the continuous years of benefits eligible service with the County as listed below shall have the option to elect contributory medical insurance coverage from the County based on the following schedule:

<b>Eligibility Period</b>	<b>County Share</b>	<b>Employee Share</b>
10-14 years	50%	50%
15-19 years	75%	25%
20-24 years	90%	10%
25+ years	100%	0%



In addition, no retiree shall be entitled to receive health insurance coverage under this provision who, while acting within the scope of his or her County employment, commits an act that results in a conviction of a Class A misdemeanor or any felony or higher crime under the New York State Penal Law or similar federal crime under Title 18 of the United States Code.

**10.** If you are covered under the County's medical insurance program as a dependent of your spouse, and you are eligible for your own coverage pursuant to the County's eligibility criteria listed in the Employee Benefits Guideline booklet, you and your spouse must choose one (1) family coverage and one (1) buyout or two (2) singles and no buyout. A special committee will be formed to review exceptions to this provision if denial of dual family will cause a hardship for a dependent child. CSEA also agrees to withdraw all grievances and demands for arbitration that have been submitted regarding denial of dual family coverage.

For retirees, they may have one (1) family coverage or two (2) singles, with no buy out. Surviving spouse coverage for retirees will remain in effect per the current practice, which covers three (3) months free of charge, and then the spouse may opt to select individual coverage for

himself/herself and pay for the premiums 100%. For two County retired employees who have family coverage, if the spouse who is the enrollee dies, the surviving spouse would be eligible for individual coverage or, if there was a dependent child, then family coverage.

## **SECTION 2 - DENTAL INSURANCE**

1. Effective upon ratification of this Agreement, the Employer shall provide a dental insurance plan for the term of this Agreement, covering only employees who are employed more than six (6) months, provided that the schedule of benefits are to be the same as those provided, as of October 7, 2004, by the CSEA Horizon dental insurance plan. The Employer shall make available a family dental plan, the cost of which, in excess of individual coverage, shall be borne in the entirety by participating employees.

2. The Employer reserves the right to substitute insurance carriers, self-insure or a combination of the two, provided that the schedules of benefits are to be the same as the present dental plan schedules, and that the substitute carrier, self-insurance or combination of the two has comparable area acceptability.

3. Before the Employer effectuates such a change, it will submit said anticipated plan or plans to a Union Insurance Committee who will ascertain whether they think

the obligations under 2 of this Section have been fulfilled. In the event a dispute arises as to the fulfillment of the obligations under 2 of this Section, the matter shall be submitted to arbitration pursuant to Article Thirty of this Agreement. However, it is understood the Employer may substitute the new carrier or self-insurance program, or a combination of the two, prior to any such arbitration decision, if the Employer decides to proceed despite the pending arbitration.

4. The Employer shall contribute 100% of the premium or assume 100% of the cost (self-insurance) for employees.

5. Effective October 7, 2004, employees who are eligible to retire, as outlined above, will be eligible to continue dental benefits in retirement provided they pay 100% of the coverage.

### **SECTION 3 - DISABILITY INSURANCE**

1. The Employer will continue the disability insurance plan for its full-time employees equivalent to the New York State Plan for private sector employees.

2. Full-time employees shall contribute to the cost/premium of the disability insurance plan, via payroll deductions, in accordance with the maximum allowable contributions under the New York State Plan for private sector employees.

3. A summary of the plan's conditions, qualifications, medical verifications, waiting period, and administration of disability payments is available to employees.

4. Vacation, sick leave, and personal leave credits shall not be earned for periods during which employee receives disability pay.

5. For any employee who dies in the line of duty, the Employer will continue the dependent care health insurance coverage for the deceased employee's spouse and qualified dependents at no expense to the spouse and qualified dependents with applicable limits as set forth in the Employee Benefits Guidelines Booklet.

#### **SECTION 4 - OPTICAL PLAN**

1. The Employer will provide an optical plan for the term of this Agreement, covering only employees who are employed more than six (6) months, which provides the same schedules of benefits, as of October 7, 2004, as the CSEA Vision Plan. Effective July 1, 1995, the Employer shall make available a family optical plan the cost of which, in excess of individual coverage, shall be borne in the entirety by participating employees.

2. The Employer reserves the right to substitute insurance carriers, self-insure or a combination of the two, provided that the schedules of benefits are to be the same as the present optical plan schedules, and that the

substitute carrier, self-insurance or combination of the two has comparable area acceptability.

3. Effective October 7, 2004, employees who are eligible to retire, as outlined above, will be eligible to continue vision benefits in retirement provided they pay 100% of the coverage.

## **ARTICLE TWENTY-TWO**

### **RETIREMENT**

1. The Employer agrees to provide the retirement plans and related options heretofore in effect, as provided by the New York State Retirement and Social Security Law, it being understood that the Employer's sole obligation is to make the required contributions to the applicable state plan. Actual benefits are dictated by the State of New York and are subject to change.

2. The County provides Section 89-P and 603 (1) of the Retirement and Social Security Law for all employees in eligible titles.

3. The County provides Retirement and Social Security Law Section 552 and 553 and 553(b) for all employees in eligible titles.

## **ARTICLE TWENTY-THREE**

### **PROMOTIONS**

1. Promotions for competitive employees shall be conducted pursuant to the regulations and Civil Service Law.

2. A Deputy Sheriff and Lieutenant or Corrections Lieutenant who is assigned to perform the duties of a Deputy Sheriff and Captain or Corrections Captain, respectively, for at least seven (7) consecutive working days shall be paid at the higher rate of pay retroactive to the first day of such assignment, but any temporary assignments may not be made in an arbitrary and capricious manner. This provision shall not apply in the event that said assignment is for the purpose of developing additional skills and qualifications and each such exception shall be by mutual consent. An employee temporarily assigned to perform duties of a lower classification, at a lower rate of pay, shall be guaranteed his/her regular rate of pay of his/her higher classification, while performing that duty. The stipulation between the County and CSEA dated October 1999 regarding out of title compensation for Corrections Lieutenants will sunset on October 7, 2004. The parties acknowledge that Shift Commander responsibilities are part of the regular job duties of a Corrections Lieutenant.

**ARTICLE TWENTY-FOUR**

**SALARY PLAN**

1. Rates of pay prescribed in the salary plan represent base rates for full-time employment.

a. Annexed hereto as Schedules "A-1", "A-2" and "A-3" and made a part hereof are the agreed salary schedules for 2004, 2005 and 2006. The salary increases for 2004 will be paid on the October 29, 2004 pay date. The 2003 and 2004 salary schedules will be retroactive for employees on the payroll as of the date of ratification by the County (October 7, 2004) and for employees retired or deceased between January 1, 2003 and the date of ratification by the County (October 7, 2004). Salary increases for 2005 will be paid on the January 7, 2005 pay date. The 2005 salary schedule was calculated by adding 3% to the 2004 salary schedule. The 2005 clothing allowance was calculated by adding 3% to the 2004 clothing allowance. Salary increases for 2006 will be paid on the January 6, 2006 pay date. The 2006 salary schedule was calculated by adding 3% to the 2005 salary schedule. The 2006 clothing allowance was calculated by adding 3% to the 2005 clothing allowance.

b. The biweekly base pay will be calculated by dividing an employee's base pay by 26 pay dates, plus any overtime earned in the period previous to the pay period being paid.

2. The present classifications included in the negotiating unit covered by this Agreement are listed in Schedule "B", Alphabetical Title Listing, attached. This listing in no way affects the Employer's, the Union's, or any employee's existing or future rights or obligations under this Agreement or applicable law.

3. Employees shall be paid bi-weekly, and such pay shall be for the pay period ending one (1) week prior to the payday.

## **ARTICLE TWENTY-FIVE**

### **SHIFT DIFFERENTIAL**

1. An employee who is regularly assigned to a shift whose hours commence after 2:00 P.M. shall receive one thousand five hundred sixty dollars (\$1,560.00) per year, in addition to his regular straight time rate of pay, for all hours worked during such shift, including all paid leave time but excluding leave time paid at time of separation from service. Employees shall receive shift



differential for an eligible temporary shift change at the rate of six dollars (\$6.00) per shift.

2. An employee, half of whose regular hours fall within a shift for which a differential is paid, will receive the shift differential for all regular hours worked during the differential period.

#### **ARTICLE TWENTY-SIX**

##### **MEAL ALLOWANCE**

1. An employee who actually works and completes his/her regularly scheduled tour and is required to continue working more than four (4) additional consecutive hours shall be paid a meal allowance of eight dollars (\$8.00).

2. Any employee who is working away from his/her normal duty assignment for three(3) hours or more outside of the geographical boundaries of Orange County during his/her tour of duty shall be paid a meal allowance of eight dollars (\$8.00). If said employee actually works and completes his/her regularly scheduled tour and is required to continue working more than four (4) additional consecutive hours, he/she shall be paid an additional meal allowance of eight dollars (\$8.00).

3. Where applicable, the County shall, during the term of this Agreement, continue to provide meals where applicable.

## **ARTICLE TWENTY-SEVEN**

### **MISCELLANEOUS PROVISIONS**

1. The Employer will provide, as required by law, at its own expense, necessary protective clothing and safety equipment to Superior Officers.

2. a. All required uniform items and specifications will be determined by the Employer. All uniform items and specifications are set at the sole discretion of the Employer and may be changed by the Employer at any time. All employees will be provided by the Employer with any needed uniform items; excluding socks and undershirts which shall be worn by an employee while on duty. The Employer agrees to clean uniform items. Uniform items under this Agreement will include the issuance of one (1) pair of uniform shoes and one (1) pair of boots, one pair of which shall be worn by an employee while on duty.

b. The Employer will provide replacement of designated uniforms as described in 2.a. above on an item-by-item basis as determined by the Employer to be necessitated by normal wear and tear. Employees must turn in any uniform item to be replaced in order to receive a

replacement for it. Any replacement of designated uniform items necessitated by any other causes shall be charged to and paid for by the employee. Charges will be based upon the competitive bid price currently in effect for replacement of the item(s).

c. Upon termination of employment, resignation or retirement, an employee must turn in all designated uniform items issued by the Employer to the Sheriff or his designee. The cost of any item issued by the Employer not so returned, except for uniform shoes, will be deducted from the employee's final paycheck at the rate of the competitive bid price currently in effect for replacement of the item(s).

3. Each year of the Agreement, the Sheriff shall provide each employee a clothing allowance of \$600 payable the first pay date of June in a separate check. An employee hired before the date of payout will receive the \$600. If an employee is hired after the date of payout, the employee must wait until the following year, if entitled. Each employee is responsible for obtaining and maintaining a uniform hat and a dress blouse, both of which will be specified by the Sheriff.

4. Employees assigned to an investigative unit or assigned to serve in plain clothes shall receive an

allowance per year of a maximum of \$600 for clothing related to their work, to be paid on the paydate immediately following June 1<sup>st</sup> processed through payroll. This payment shall be in addition to the payment in paragraph 3 of this Article.

5. The Employer agrees to furnish each of its employees one (1) copy of this Agreement, for which they will sign as received. New employees shall also be provided a copy of the Agreement upon hiring.

6. The Employer and the Union agree that there shall be no discrimination with regard to employment, promotions, and job opportunities in violation of the terms of this Agreement or of applicable law and/or procedures because of Union membership, race, color, creed, sex, age, national origin, marital status, political affiliation, or physical disability. However, if an employee or the Union believes the Employer is in violation of this provision, the employee or the Union may invoke the remedies provided herein through the Grievance Procedure, except that any violation of law may only be invoked by the remedies provided by law.

7. Information regarding accruals shall be provided employees, upon request made to the Sheriff or his

designated representative(s), within a reasonable period of time.

8. An employee required and authorized to use his/her personal car for County/Sheriff's Department use shall be reimbursed, via separate check, at the Internal Revenue Service ("IRS") approved rate per mile. Notice of the rate shall be provided to the President of the Unit.

9. Travel times for attendance to training sessions will be paid pursuant to Schedule "C".

10. The Employer will supply a first aid kit and appropriate equipment, as determined by the Sheriff or his designated representative(s) in every appropriate County vehicle.

11. a. No complaint or report (other than normal classification and assignment status, payroll and attendance records) adverse to an employee will be retained in the employee's personnel file unless the employee has had an opportunity to read same and to provide a response to be filed therewith. Except for pre-employment materials deemed confidential, an employee shall be permitted to examine the file upon request to the Sheriff and to make one copy of items therein, not previously provided, at the Employer's expense. However, duplicate copies of items shall be at the employee's expense.

b. If an employee has submitted a grievance regarding an evaluation and/or written reprimand that has been included in the employee's departmental personnel file, the decision and any action resulting shall be included therewith.

**12.** Upon the presentation of written evidence, the Sheriff or his designated representative shall authorize reimbursement to an employee for personal property which is damaged or destroyed in the line of duty, up to a maximum of one hundred dollars (\$100.00) replacement value per occurrence up to a maximum of three (3) occurrences per calendar year. The Sheriff's decision shall not be subject to the grievance procedure set forth in this Agreement or any other remedy; however, that decision can be appealed, in writing, to the Commissioner of Personnel whose decision shall be final and binding.

**13.** The Employer shall provide the Union, on a semi-annual basis (i.e., June 1 and December 1 of each year) a list of all employees in the bargaining unit showing each employee's full name, home address, item number, job title, work location, membership status, and first date of employment.

**14.** All employees must provide to the Employer and keep current their mailing address, resident address and

telephone number(s). Notice of change in address or telephone number(s) must be provided to the Employer within twenty-four (24) hours after such change.

15. The County may implement an IRS Section 125 Flexible Spending Plan during the life of this Agreement.

16. The County authorizes the Sheriff, at his discretion, to require instruction or training in areas related to employees' duties and responsibilities as an employee of the Office of the Sheriff. The Sheriff shall schedule and hold four eight hour blocks of training each year for employees who shall attend in an off duty status. The employees will receive a stipend based upon their step placement on Schedule "A-1", "A-2" and "A-3". One quarter of the stipend will be paid on a quarterly basis after each training session is completed. The stipend shall be the sole compensation each employee will receive for attendance at the training described in this paragraph.

#### **ARTICLE TWENTY-EIGHT**

##### **DRUG AND ALCOHOL TESTING**

Sec. 1. Drug Testing

a. All Superior Officers will be subject to random drug testing and will be included in the Office of the Sheriff's random drug testing pool. Employees will be tested for the following drugs: THC, Opiate, PCP, Cocaine,

Amphetamine, Barbiturates, Methadone, Benzodiazepines, Methaqualone, and Propoxyphone. The Employer will determine the number of random tests to be performed on an annual basis. Random drug testing will be unannounced. The method by which an employee holding one of the affected titles is selected for random testing shall be completely neutral so that all affected employees will have an equal chance of being tested. Employees who are selected for random testing must report to the neutral testing site immediately or as soon as practicable, as directed by the Sheriff or his designated official. Refusal to submit to a random drug test is just cause for discharge.

b. Upon reasonable cause to believe an employee covered by this Agreement is using or under the influence of drugs, the Employer may require any such employee to be tested at a neutral site. The employee will be tested for any drug or controlled substance listed in the Public Health Law 3306 (Schedules I through V), including but not limited to heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (angel dust), opium, opiates, methadone, cocaine, quaaludes, amphetamines, seconal, codeine, phenobarbital and valium for which an employee does not have proper medical



authorization. Refusal to submit to a reasonable cause drug test is just cause for discharge.

c. An employee who is assigned to a specialized unit by the Sheriff must submit to a pre-assignment drug test before commencing the assignment. The employee will be tested at a neutral site for the drugs outlined in Section 1.a. Refusal to submit to a pre-assignment drug test is just cause for discharge.

d. Because of the consequences of a positive test result, the Employer will employ a very accurate split-sample, two-stage testing program. Urine samples will be analyzed by a highly-qualified independent laboratory which is certified by the Substance Abuse and Mental Health Services Administration using a chain of custody procedure established by the laboratory. The first sample will be subject to an initial test using an immunoassay to determine levels of drugs or drug metabolites. All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques.

## Sec. 2. - Alcohol Testing

Upon reasonable cause to believe an employee is under the influence of alcohol, the Employer may require any such employee to submit to an alcohol breathalyzer test. A

positive test for alcohol is any result of .05 or more. Refusal to submit to an ordered breathalyzer test is just cause for discharge.

### Sec. 3. - Positive Drug or Alcohol Test Results

Any employee who tests positive for alcohol or drug use may be suspended for up to sixty (60) days and will be required to submit to an evaluation by a substance abuse professional (SAP). If the SAP determines that treatment is necessary, the employee will be required to participate in, and successfully complete a drug/alcohol rehabilitation program. A refusal to participate in or successfully complete rehabilitation, as described herein, shall constitute just cause for discharge. Successful completion includes participation in such follow-up care as is recommended by the rehabilitation provider. The employee must agree to give the County access to such records of the rehabilitation program as will establish that the employee is cooperating in the recommended rehabilitation treatment. In the event that an employee returns to work while still participating in the rehabilitation program, the results of any testing for drug and/or alcohol use done by the rehabilitation provider shall be made available to the Employer.

Those employees who have or are participating in a drug and/or alcohol rehabilitation program must, prior to reinstatement, be tested for drug and/or alcohol use. A positive test result for drug or alcohol use will be just cause for discharge. Any employee, who has participated in a drug or alcohol rehabilitation program and after being reinstated, may be randomly tested on a periodic basis for one (1) year not to exceed 24 tests in said year. If upon re-testing for drug and/or alcohol use an employee tests positive, such positive testing shall constitute just cause for discharge without further right to rehabilitation.

An employee found to have tested positive for drug or Alcohol use may grieve through the grievance and arbitration procedure (i) the positive finding, (ii) the Employer's basis for reasonable cause or (iii) the randomness of the method of selection for testing; except, however, that the arbitrator is without the power to modify or mitigate the contracted consequences of a positive drug or alcohol test result.

## **ARTICLE TWENTY-NINE**

### **DISCIPLINARY PROCEDURE**

**SECTION 1.** The disciplinary procedure for incompetency and/or misconduct prescribed in this Article shall be available to all employees herein described and shall be in

lieu of any other disciplinary procedure that may have previously applied to an employee covered by this Agreement including but not limited to the procedure specified in Sections 75 and/or 76 of the Civil Service Law.

**a.** Said employees shall include and be limited to those currently subject to Sections 75 and/or 76 of the Civil Service Law, and in addition shall include those non-competitive class employees described in Section 75.1(c) who, since last entry into County service, have completed the continuous service in the non-competitive class prescribed by Article Eighteen and also to those persons in the labor class who, since last entry into County service, have completed the continuous service in the labor class prescribed by Article Eighteen; except that any employee who is disciplined for absence from work without consent for five or more working days and any probationary employee otherwise entitled to the procedures of Section 75 and/or 76 of the Civil Service Law are not eligible for the alternative disciplinary procedure provided herein and such employee shall be limited to the procedures provided by Sections 75 and/or 76 of the Civil Service Law.

**b.** The Employer is responsible after five (5) calendar days of an employee's unauthorized absence to notify by certified mail both the employee and the Union

that the employee will be considered to have resigned from his/her position if the employee does not contact the Employer within ten (10) calendar days from the initial date of unauthorized absence. If such notice is given, an employee who is on an unauthorized absence for ten (10) consecutive calendar days without contact with the Employer will on the following calendar day at 5 p.m. be deemed to have resigned from his/her position. Thereafter, the employee has the opportunity to submit an explanation to the Sheriff or his designee as to why they could not contact the Employer during the ten (10) calendar day unauthorized absence. The burden of proof is on the employee to establish his/her inability to contact the Employer. If the employee provides a reason acceptable to the Sheriff or his designee, the employee will be notified by the Employer and will be directed to return to work. If the Sheriff or his/her designee determines that the reason for the unauthorized absence is not acceptable, the Sheriff or his designee must notify the employee of this determination within ten (10) calendar days after receipt of the explanation from the employee. The employee may appeal this response to the Commissioner of Personnel no later than five (5) calendar days after receipt of this determination. The Commissioner of Personnel will issue a

final decision no later than five (5) calendar days after receipt of the employee's appeal. The decision of the Commissioner of Personnel is binding and is not arbitrable.

**SECTION 2.** In the event the Sheriff or his designee sees fit to impose discipline on an employee, notice of such disciplinary decision shall be made in writing and served on the employee. Such disciplinary measure(s) shall be imposed only for incompetence and/or misconduct. The specific act(s) alleged that warrant disciplinary action and the proposed sanction(s) shall be specified in the notice of discipline. Discipline may consist of a written reprimand, suspension without pay, loss of accruals not to exceed five (5) days, a fine, reduction in grade or dismissal from service.

**a.** The Union shall be advised by registered or certified mail that said notice of discipline has been served on an employee.

**b.** Said notice of discipline shall be accompanied by a written statement that:

**(1)** An employee served with a notice of discipline, and to whom the alternative disciplinary procedure applies under Section 1.a., has the right to object by filing a grievance within eight (8) days after receiving such notice of discipline. An employee to whom

Section 75 and/or Section 76 of the Civil Service applies under Section 1.a. may exercise his rights under Section 75 and/or 76 of the Civil Service Law. Sections 3 through 9 of this Article shall apply only to those employees eligible for the alternative disciplinary procedure.

(2) The disciplinary grievance procedure provides for a hearing by an independent arbitrator at its final stage.

(3) The employee has the right to be represented by the Union, an attorney, or other representative at every stage of the proceeding.

c. An employee who has been served with a notice of discipline may be suspended without pay pending a decision at Step 1 of the grievance procedure and/or pending an arbitration hearing and decision, for a period not to exceed thirty (30) calendar days or for up to forty-five (45) calendar days without pay should the employee be served with a second notice of discipline for the same or similar offense.

**SECTION 3.** An employee may grieve a notice of discipline at Step 1 of the Grievance Procedure prescribed in Article Thirty hereof, by requesting a meeting with the appropriate Department or Agency Head as prescribed therein, no later than eight (8) days after receiving said notice of discipline. Said meeting, at which such employee or his/her representative shall respond to said notice of discipline, shall be held no later than five (5) days after

receipt of said request by the Department or Agency Head. The Department or Agency Head shall render a decision no later than five (5) days after such meeting.

**SECTION 4.** The Union may appeal an unsatisfactory decision at Step 1, by a demand for arbitration presented to the American Arbitration Association with a copy sent to the Commissioner of Personnel within twenty (20) working days of receipt of the Step 1 decision requesting a list from which the parties shall select the arbitrator who shall arbitrate said dispute in accordance with the rules and procedures of said American Arbitration Association.

**SECTION 5.** The independent arbitrator shall hold a hearing no later than ten (10) days after selection, at which hearing such employee may be represented by counsel and may present witnesses on his/her behalf. Said arbitrator shall render a decision no later than five (5) days after said arbitrator shall declare the hearing(s) closed, or within five (5) days after receipt of a transcript if either party requests a transcript.

**SECTION 6.** The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted nor shall the Arbitrator submit observations or declarations of opinion which are not essential in reaching the determination. The arbitrator's decision with respect to guilt or innocence and penalty shall be final and binding on the parties and may approve, disapprove or take



any other appropriate action warranted under the circumstances including, but not limited to, ordering reinstatement and back pay for all or part of a period of suspension.

**SECTION 7.** A grievance may be settled at any stage of the disciplinary grievance procedure. The terms of the settlement shall be agreed to in writing. The Employer shall notify the Union of any such settlement no later than twenty-four (24) hours after execution of a written agreement of settlement.

**SECTION 8.** All fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the Union or the employee if said employee is not represented by the Union. Each party shall bear the costs of preparing and presenting its own case.

**SECTION 9.** The proceedings at a disciplinary arbitration hearing may be recorded and either party wishing a written transcript may provide for one at its own expense.

## **ARTICLE THIRTY**

### **GRIEVANCE PROCEDURE**

#### **SECTION 1 - DEFINITIONS**

Definition: As used herein the following terms shall have the following meaning.

1. **"EMPLOYER"** shall mean the County of Orange, and Sheriff of Orange.

2. **"UNION"** shall mean the Civil Service Employees' Association, Inc., Local 1000, American Federation of State, County and Municipal Employees' Union AFL-CIO for the Superior Officers Unit, Orange County Local 836.

3. **"EMPLOYEES"** shall mean any person or persons covered by the terms of this Agreement.

4. **"GRIEVANT"** shall mean employee, groups of employees, or the Union acting on behalf of same, alleging to have a grievance.

5. A **"GRIEVANCE"** is any alleged violation of this Agreement or any dispute with respect to its meaning or application; provided, however, that such term shall not include any matter involving the allocation of a position to a position class or title and the allocation of a position class to a salary grade. Neither shall such term include: retirement benefits; disciplinary proceedings or any other matter, which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

6. "DAYS" shall mean calendar days.

## **SECTION 2 - GENERAL**

1. Each employee shall have the right to present a grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination

or reprisal; and shall have the right to be represented by the Union at all stages of the grievance procedure.

2. Written responses required from the grievant hereunder shall be submitted to the Sheriff or his designated representative(s), as hereinbefore defined, and the Commissioner of Personnel; written responses required of the County hereunder shall be submitted to the employee involved and the Union.

3. No grievance shall be filed later than thirty (30) days after the date on which the act or omission giving rise to the grievance occurred.

4. Each grievance shall contain a short, plain statement of the grievance and specific references to the Section of this Agreement which the employee or Union claims to have been violated.

5. Settlement of a grievance by mutual agreement, prior to the issuance of an Arbitrator's award as provided hereinafter, shall constitute precedent in other and future cases only in the event that the Commissioner of Personnel and an authorized representative of the Union agree in writing that such settlement shall have such effect.

6. A settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand. In no event, however, shall such a resolution be retroactive to a date earlier than thirty (30) days prior to the date that the grievance was first presented in accordance with this Article.

7. The grievance and arbitration procedure provided for herein shall be in addition to any other means of resolving grievances, disputes and complaints provided for by statute or administrative procedures applicable to the County.

8. Failure by the County to meet the various time requirements specified herein shall result in advancing a grievance to the next step. Failure by the grievant to meet the various time requirements specified herein shall be deemed as settlement of the grievance.

**SECTION 3 - PROCEDURE**

**Step 1: Deputy Sheriff and Chief or Corrections Administrator:**

An employee or the Union shall present the grievance in writing to the Deputy Sheriff and Chief or Corrections Administrator not later than the date prescribed in Section 2.3 hereof. The grievance shall contain a short, plain statement of the grievance and specific reference to the section(s) of the Agreement which the Union or employee claims have been violated. Said Deputy Sheriff and Chief or Corrections Administrator forthwith upon receiving said grievance, shall make a good-faith effort to resolve same, including as appropriate, discussions with the employee, investigation, and consultation with his/her superiors. Said Deputy Sheriff and Chief or Corrections Administrator shall reply to the employee or Union, in writing, by the end of the seventh (7<sup>th</sup>) day after a meeting is held on the

grievance, or, in the event that there is no meeting held, by the end of the seventh (7<sup>th</sup>) day after the grievance is submitted.

**Step 2: Sheriff or His Designated Representative(s):**

In the event an employee or the Union wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the Sheriff or his designated representative within fifteen (15) days from the date of receipt of the Step 1 decision. Such appeal shall contain a short, plain statement of the grievance and specific references to the Section of this Agreement which the employee or Union claims to have been violated. The Sheriff or his designee may, and at the request of the Union shall, hold an informal hearing within ten (10) days after receiving said appeal. The Union may appear at the hearing and present oral or written statements or arguments. The Sheriff or his designee shall issue a written decision to the employee or Union by the end of the tenth (10<sup>th</sup>) day after the close of said hearing, or, in the event that there be no hearing, the tenth (10<sup>th</sup>) day after the appeal was received.

**Step 3: Arbitration Stage:**

1. Only the Union may appeal an unsatisfactory decision at Step 2, by a demand for arbitration presented to the American Arbitration Association with a copy sent to the Commissioner of Personnel within twenty (20) working days of receipt of the Step 2 decision requesting a list from which the parties shall select the arbitrator who

shall arbitrate said dispute in accordance with the rules and procedures of said American Arbitration Association.

2. The demand for arbitration shall identify the grievance, the department, the employee or employees involved, and the Agreement provision in dispute. At least ten (10) days prior to the arbitration hearing the County and Union shall meet to frame the issue(s) to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

3. The arbitrator shall have no power to add to, subtract from, or modify the provisions of the Agreement in arriving at a decision of the issue(s) presented.

4. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination.

5. All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

## **ARTICLE THIRTY-ONE**

### **SEPARABILITY**

In the event that any provisions of the Agreement shall at any time be declared invalid by a Court of

competent jurisdiction or through government regulations or decrees, such decision shall not affect any of the other provisions of this Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in force and effect.

Any Article or section in this contract construed by a court or administrative agency vested with competent and final jurisdiction to be in violation of the New York State Civil Service Law shall be deemed to be excised from this agreement where appropriate. In that event, the parties shall meet and confer regarding the impact of said action.

#### **ARTICLE THIRTY-TWO**

##### **MANDATED PROVISIONS OF LAW**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### **ARTICLE THIRTY-THREE**

##### **DURATION**

1. Except as expressly stated in the above provisions of this Agreement, this Agreement shall be effective as of its signing and shall remain in effect

through December 31, 2006 subject to paragraph 2. of this Article.

2. Either party to this Agreement may notify the other on or before May 31<sup>st</sup> prior to the date this Agreement expires that it wishes to negotiate on any or all items contained herein and on any other items it wishes to propose. If no such notice is given, this Agreement shall continue in effect for successive one-year periods until such notice is given by May 31<sup>st</sup> prior expiration of this Agreement.

#### **ARTICLE THIRTY-FOUR**

##### **WAIVER**

1. It is agreed that this Agreement contains the complete understanding of the Employer and the Union. It is also agreed that all the contractual rights of the parties are as specifically stated in the Agreement, which supersedes all prior agreements between the Employer and the Union and its predecessor, including any letters of interpretation, verbal understandings, past practices and/or arbitration awards, except those arbitration awards interpreting identical contract language. Amendments to this Agreement shall be in writing and signed by the Union, the Commissioner of Personnel and the Sheriff.



2. The parties agree that they have bargained fully with respect to wages, hours and other terms and conditions of employment contained within this agreement and have settled the same for the duration of this Agreement in accordance with its terms.

\_\_\_\_\_  
President  
Orange County  
Superior Officers' Association

\_\_\_\_\_  
Edward A. Diana  
County Executive  
County of Orange

\_\_\_\_\_  
Glenn Blackman  
Labor Relations Specialist  
CSEA

\_\_\_\_\_  
Carl E. DuBois  
Sheriff,  
County of Orange

Dated: \_\_\_\_\_, 2005

**SCHEDULE A-1  
COUNTY OF ORANGE  
CLASSIFICATION AND SALARY PLAN**

**SUPERIOR OFFICERS' ASSOCIATION  
2004 SALARY SCHEDULE**

**SENIOR UNDERCOVER INVESTIGATOR**

	<b>Base Pay</b>	<b>Holiday</b>	<b>Clothing</b>	<b>Training Stipend</b>
	\$56,600	\$1,499	\$600	\$1,600

**DEPUTY SHERIFF AND LIEUTENANT, CORRECTIONS LIEUTENANT**

<b>Years in Rank</b>	<b>Base Pay</b>	<b>Holiday</b>	<b>Clothing</b>	<b>Training Stipend</b>
Appoint	\$67,000	\$1,772	\$600	\$1,700
5	\$69,010	\$1,824	\$600	\$1,750
10	\$71,000	\$1,877	\$600	\$1,800

**DEPUTY SHERIFF AND CAPTAIN, CORRECTIONS CAPTAIN**

<b>Years in Rank</b>	<b>Base Pay</b>	<b>Holiday</b>	<b>Clothing</b>	<b>Training Stipend</b>
Appoint	\$72,212	\$1,908	\$600	\$1,800
5	\$75,408	\$1,992	\$600	\$1,900
10	\$78,026	\$2,061	\$600	\$2,000

**SCHEDULE A-2  
COUNTY OF ORANGE  
CLASSIFICATION AND SALARY PLAN**

**SUPERIOR OFFICERS' ASSOCIATION  
2005 SALARY SCHEDULE**

**SENIOR UNDERCOVER INVESTIGATOR**

	<b>Base Pay</b>	<b>Holiday</b>	<b>Clothing</b>	<b>Training Stipend</b>
	\$58,298	\$1,544	\$618	\$1,600

**DEPUTY SHERIFF AND LIEUTENANT, CORRECTIONS LIEUTENANT**

<b>Years in Rank</b>	<b>Base Pay</b>	<b>Holiday</b>	<b>Clothing</b>	<b>Training Stipend</b>
Appoint	\$69,010	\$1,825	\$618	\$1,700
5	\$71,080	\$1,879	\$618	\$1,750
10	\$73,130	\$1,933	\$618	\$1,800

**DEPUTY SHERIFF AND CAPTAIN, CORRECTIONS CAPTAIN**

<b>Years in Rank</b>	<b>Base Pay</b>	<b>Holiday</b>	<b>Clothing</b>	<b>Training Stipend</b>
Appoint	\$74,378	\$1,965	\$618	\$1,800
5	\$77,670	\$2,052	\$618	\$1,900
10	\$80,367	\$2,123	\$618	\$2,000

**SCHEDULE A-3  
COUNTY OF ORANGE  
CLASSIFICATION AND SALARY PLAN**

**SUPERIOR OFFICERS' ASSOCIATION  
2006 SALARY SCHEDULE**

**SENIOR UNDERCOVER INVESTIGATOR**

	<b>Base Pay</b>	<b>Holiday</b>	<b>Clothing</b>	<b>Training Stipend</b>
	\$60,047	\$1,590	\$637	\$1,600

**DEPUTY SHERIFF AND LIEUTENANT, CORRECTIONS LIEUTENANT**

<b>Years in Rank</b>	<b>Base Pay</b>	<b>Holiday</b>	<b>Clothing</b>	<b>Training Stipend</b>
Appoint	\$71,080	\$1,880	\$637	\$1,700
5	\$73,213	\$1,935	\$637	\$1,750
10	\$75,324	\$1,991	\$637	\$1,800

**DEPUTY SHERIFF AND CAPTAIN, CORRECTIONS CAPTAIN**

<b>Years in Rank</b>	<b>Base Pay</b>	<b>Holiday</b>	<b>Clothing</b>	<b>Training Stipend</b>
Appoint	\$76,610	\$2,024	\$637	\$1,800
5	\$80,000	\$2,113	\$637	\$1,900
10	\$82,778	\$2,187	\$637	\$2,000

**SCHEDULE "B"**  
**SUPERIOR OFFICERS**  
**ALPHABETICAL TITLE LISTING**

**TITLE**

Corrections Captain

Corrections Lieutenant

Deputy Sheriff and Captain

Deputy Sheriff and Lieutenant

Senior Undercover Investigator

## SCHEDULE "C"

The following travel times for attendance at training sessions will be used when calculating compensation:

<u>DESTINATION</u>	<u>Travel Time (one way)</u>
Albany	2 hours
Poughkeepsie	1 hour
White Plains	1 1/2 hours
Randall's Island (Bronx)	2 hours
Pomona	1 hour
New York City	2 hours
Sullivan County	1 hour
Kingston	1 1/2 hours
Suffern	3/4 hour
Westchester County Medical Center at Valhalla	1 1/2 hours
Camp Smith (FBI Training School), Peekskill	3/4 hour

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