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Contract Database Metadata Elements

Title: **Chautauqua, County of and Part-Time Employees Unit, Deputy Sheriffs of Chautauqua County Association (DSCCA) (2006)**

Employer Name: **Chautauqua, County of**

Union: **Part-Time Employees Unit, Deputy Sheriffs of Chautauqua County Association (DSCCA)**

Effective Date: **01/01/06**

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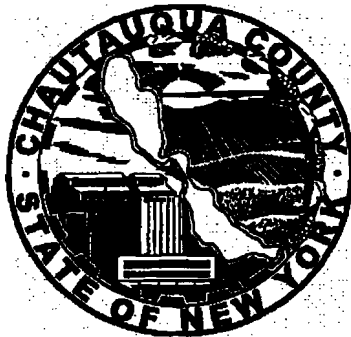
CONTRACTUAL AGREEMENT

BETWEEN

THE COUNTY OF CHAUTAUQUA

AND

**DEPUTY SHERIFFS' OF CHAUTAUQUA COUNTY
ASSOCIATION - PART-TIME
(DSCCA)**



**EFFECTIVE JANUARY 1, 2006
EXPIRES DECEMBER 31, 2009**

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
	Agreement	1
2	Bargaining Unit	2
5	Direct Deposit	3
14	Duration	9
7	Court Appearance/Call Out	4
11	General Provisions	6
10	Grievance Procedures	5
9	Labor Management Committees, Departmental	4
13	Legislative Action	9
3	Management Rights	2
1	No Strike Clause	1
1	Recognition	1
	Salary Plan	Appendix A
12	Savings Clause	8
8	Seniority	4
5	Service Step	3
6	Travel Expense	3
5	Uniforms	2
5	Wages - Rate of Pay	2
4	Work Week, Definition of	2

AGREEMENT

This agreement is made and entered into between the County of Chautauqua, hereinafter referred to as "Employer" and the Deputy Sheriffs' of Chautauqua County Association "D.S.C.C.A."

ARTICLE 1 – RECOGNITION

The Deputy Sheriffs' of Chautauqua County Association was recognized by the County of Chautauqua as a separate bargaining unit on May 6, 2004, through the State of New York Public Employment Relations Board Case #C-5348. The initial collective bargaining agreement commenced on January 1, 2005.

Section 1.01 The Employer hereby recognizes the Deputy Sheriffs' of Chautauqua County Association as the sole and exclusive bargaining agent for all part-time employees described in the Bargaining Unit for the maximum period permitted by law.

Section 1.02 Upon presentation to the Employer of appropriate deduction authorization cards signed by the individual employees, the Employer shall make and remit such deductions from the wages of such employees, remitting the same to 9525 East Main Road, Ripley, New York 14775.

Section 1.03

- A. The Employer agrees that D.S.C.C.A. has the right to represent County employees in their Bargaining Unit in all matters concerning employment with the Employer during the term of this agreement.
- B. An employee has the right to request representation of D.S.C.C.A. in all matters concerning employment with the Employer during the term of this agreement.
- C. If an employee chooses not to be represented by D.S.C.C.A., the Employer agrees that there must be agreement by D.S.C.C.A. on the matter which would affect the terms of this agreement prior to implementation.
- D. D.S.C.C.A. shall be notified of all grievance proceedings and be admitted to the third step hearing.
- E. All employees covered by this contract shall be subject to the agency shop fee.
- F. D.S.C.C.A. agrees to indemnify the County and hold it harmless against any and all suits, claims, demands, and liabilities that may arise out of, or by reason of, any action that may be taken by the County for the purpose of complying with the provisions of such deductions as are herein set forth, or in reliance upon any authorization card or list relating thereto which is furnished to the County by the Association.

Section 1.04 D.S.C.C.A. affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, slow down, or demonstration interfering with the departmental operations of the Employer, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such strike.

Section 1.05 The Public Employees Fair Employment Act, Civil Service Law, Local Laws, rules and resolutions of the County of Chautauqua, and all other applicable statutory laws of the State of New York shall govern the terms of this agreement except such rules and resolutions of the County of Chautauqua which conflict with this agreement, in which event the terms of this agreement shall be controlling.

ARTICLE 2 - BARGAINING UNIT

Section 2.01 D.S.C.C.A. shall be the exclusive collective bargaining representative for part-time deputy sheriffs employed by the Chautauqua County Sheriff's Office. Part-time is defined as working fifty percent (50%) or less of the hours worked by the full-time employees in the Office of the Sheriff.

Section 2.02 Wherever used in this agreement, the terms "employee", "participant", "deputy sheriff" and "member" shall refer only to members of the Bargaining Unit as defined in Section 2.01.

ARTICLE 3 - MANAGEMENT RIGHTS

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

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

ARTICLE 4 - WORK WEEK

Section 4.01 The Sheriff shall fix the starting and ending time for shifts.

Section 4.02 The work week shall start at 7:01 A.M. Thursday. The pay period shall remain as in the past. If agreeable to both the County and D.S.C.C.A. the work week and pay week will be changed to correspond to the calendar week.

Section 4.03 For the purposes of computing overtime compensation under the Federal Fair Labor Standards Act, the Office of the Sheriff shall operate on a twenty-eight (28) day work period.

ARTICLE 5 WAGES - RATE OF PAY

Section 5.01 All employees covered by this agreement will be paid at the rate of one and one-half (1.5) times their regular rate for all hours worked over forty (40) per week.

Section 5.02 The County shall provide and maintain uniforms and footwear for Sheriff's Department uniformed personnel.

Section 5.03 Salary Rates and Salary Schedules (see Appendix A):

- A. The 2006 salary rate shall be identical to the 2005 salary rate.
- B. Effective January 1, 2007, the previous year's salary rate shall be increased by three percent (3.0%).
- C. Effective January 1, 2008, A salary schedule shall be developed to consist of three (3) salary steps as follows: Step 1 at a three percent (3%) increase over the 2007 salary rate; Step 2 at a three percent (3%) increase over the 2008 step 1 salary rate; Step 3 at a three percent (3%) increase over the 2008 step 2 salary rate.
- D. Effective January 1, 2009, the previous year's salary schedule shall be increased as follows: Step 1 shall be increased by three percent (3%); Step 2 shall be increased three percent (3%) over the 2009 step 1 increase; Step 3 shall be increased three percent (3%) over the 2009 step 2 salary rate.

Section 5.04 Salary Step Eligibility.

- A. Effective January 1, 2008, employees with less than five (<5) years of service shall be eligible for step 1; employees with at least five (5) but less than ten (<10) years of service shall be eligible for step 2; employees with ten or more (10+) years of service shall be eligible for step 3. Eligibility to be placed at steps 2 and 3 shall be further defined by Sections 5.04(B), 5.04(C) and 5.04(D) below.
- B. A year of service shall be defined as having worked not less than five hundred (500) hours in a calendar year. The five hundred (500) hour qualifier shall become effective for step placement determinations beginning on January 1, 2009.
- C. An employee becomes eligible to move to Step 2 on January 1st of the year following the attainment of five (5) calendar years of service at not less than five hundred (500) hours worked per calendar year.
- D. An employee becomes eligible to move to Step 3 on January 1st of the year following the attainment of ten (10) calendar years of service at not less than five hundred (500) hours worked per calendar year.

Section 5.05 Years of Service Credit. A year of employment shall be counted as such when the employee works five hundred (500) hours or more during the calendar year.

Section 5.06 All employees covered by this Agreement shall be paid on a bi-weekly basis.

Section 5.07 Direct Deposit. All employees covered by this Agreement must complete and file a direct deposit form with the Human Resources Department. All wages will be issued as a direct deposit to employee bank accounts. Payment of wages by check will only be made in isolated instances where it is not practicable for the County to complete the direct deposit procedure.

ARTICLE 6 - TRAVEL EXPENSE

Section 6.01 Travel

- A. Headquarters for all employees shall be designated as the administrative office of the Office of the Sheriff. In some cases, field offices or branches may be designated by the Sheriff as the headquarters for an employee.
- B. Travel between home and the employee's headquarters shall be considered reimbursable only when County business is conducted en route and then only for the amount of those miles driven in excess of the miles necessary for the employee to reach his headquarters. Travel between home and headquarters shall be reimbursable only if County business requires extra trips.

- C. Travel in a privately owned vehicle shall be reimbursed at the rate authorized by the Internal Revenue Service for mileage reimbursement. Under no circumstances shall additional mileage be allowed for more than one (1) person in the same vehicle.

Section 6.02 Forms of Claim

All claims for personal expenses shall regularly be on forms approved by the Finance Department. The Sheriff or his designee may require the use of a special form when approved by the Director of Finance. All such claims shall contain as a minimum the following information:

- A. Specific nature of County business when expense is incurred.
- B. Date, time, and place where expense is incurred.
- C. Point of departure and destination.
- D. An actual and necessary registration fee is allowed pursuant to Section 77-b of the General Municipal Law for the attendance at a convention or school conducted for the betterment of County government. A receipt for this expense when presented to the Finance Department should indicate if it covers anything more than actual registration fee or tuition.

Section 6.03 The County shall advance an employee monies to pay for travel expense prior to the employee leaving on a County authorized business trip. The advance request must be approved by the Sheriff or his designee and submitted with a travel authorization certificate. The advance will be paid in accordance with regular Department of Finance expense payments schedule. The final itemized expense claim must be submitted within five (5) working days after return.

ARTICLE 7 - COURT APPEARANCE/CALL OUT

Section 7.01 Members shall receive their regular rate of pay for required court appearances and unscheduled call outs from the time they leave their home until their return.

ARTICLE 8 – SENIORITY

Section 8.01 Seniority shall be defined as the length of continuous service from date of hire with the Chautauqua County Sheriff's Office as a part-time deputy sheriff.

Section 8.02 Call in for non-scheduled hours shall be determined by seniority. Those with the greatest seniority shall be called first.

Section 8.03 Prior to the beginning of each calendar year, selection of schedule shall be established by seniority. Each member may select a schedule not to exceed twenty (20) hours per calendar week based upon available shifts known at the time. Additional shifts shall be assigned by mutual agreement of employee and management. Nothing in this agreement shall restrict management from rescheduling employees based upon agency need or unusual circumstance. Those with the greatest seniority shall select first.

ARTICLE 9 – DEPARTMENTAL/COUNTY LABOR-MANAGEMENT COMMITTEES

Section 9.01 The composition of the Labor-Management Committee shall include the Sheriff and any supervisory personnel who may be involved in the matters to be brought before the committee at that particular meeting. D.S.C.C.A. shall be represented by the employees who have matters to be brought before the committee and one employee appointed to the committee by the President of D.S.C.C.A.

Section 9.02 The Labor-Management Committee shall be a problem-solving body rather than a group of antagonists negotiating or bargaining solutions. All parties shall work together in an informal way to reach solutions to the problems brought before the Labor-Management Committee.

Section 9.03 The Labor-Management Committee shall meet on a regular periodic basis, the time and frequency to be determined by the committee itself. When there are no matters to be brought before the committee, the meeting should be waived until there are matters to be considered.

Section 9.04 If the committee is unable to reach a solution to the problem, the complaint or matter shall be reduced to writing and presented to the Sheriff for his consideration as provided in Step 2 of the Grievance Procedure. From that point on, the Grievance Procedure shall be followed as provided in the employee contract.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 10.01 Definition. A "grievance" is a complaint of one or a group of employees involving the interpretation, application, or enforcement of the expressed terms of this agreement, existing laws, rules, procedures, regulations, administrative orders, or work rules of the County; except such terms shall not include any matter which is otherwise reviewable pursuant to law or any rules or regulations having the force and effect of law.

Section 10.02 Procedure

- A. Step 1. Verbal. An aggrieved employee shall have the right to present to his or her immediate superior or supervisor orally within ten (10) working days of the alleged occurrence any grievance that falls within the scope of the definition set forth above. A grievance not presented within ten (10) working days of the alleged occurrence will be determined to have been waived. An aggrieved employee may be accompanied and represented at all times by one (1) person of his or her choice. Working days shall be defined as Monday through Friday.
- B. Step 2. Written. If the grievance is not satisfactorily resolved in Step 1, the aggrieved employee may submit a written explanation on a Grievance Form of the grievance to the appointing authority within ten (10) working days of the alleged occurrence of the grievance. Within ten (10) working days following the receipt of the written explanation of the grievance, the appointing authority will reply in writing on the Grievance Form. If the appointing authority is unable to render a decision within the ten (10) day period, he or she shall indicate in writing their reasons for delay and date of expected completion. In no case shall a delay exceed twenty (20) working days. If the matter is satisfactorily resolved, the aggrieved employee and the appointing authority shall each sign the Grievance Form showing that the matter has been satisfactorily resolved.
- C. Step 3. Hearing. If the grievance is not satisfactorily resolved in Step 2, the aggrieved employee may sign the Grievance Form indicating his or her desire to proceed to Step 3. The Grievance Form shall be filed with the Director of Human Resources within not more than ten (10) working days after receiving the written reply in Step 2 of this Article. The Director of Human Resources, within ten (10) working days after the filing of the aforesaid grievance statement, shall hold a hearing on the matter at which time the appointing authority or his or her designee and the aggrieved employee and/or his or her representative, if any, shall both appear and present written and/or oral arguments. The Director of Human Resources shall, within ten (10) working days after the hearing, send a report which shall show his or her findings and recommendations to the County Executive. Within ten (10) working days after

receipt of this report, the County Executive shall make his or her determination and send a copy to the Director of Human Resources, the aggrieved employee, his or her representative, if any, and the appointing authority.

- D. Step 4. Arbitration. If the grievance is not satisfactorily resolved in Step 3, the D.S.C.C.A. within ten (10) working days after receipt of the County Executive's determination may notify the Director of Human Resources in writing that they intend to submit the matter to binding arbitration. The rules of PERB shall prevail in selecting an arbitrator. The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to add to, subtract from, change, delete, or modify any term of this agreement. The cost of said arbitration shall be borne equally by the employer and the D.S.C.C.A. not to include the salaries of the County or D.S.C.C.A. officials or representatives or other professional representation.

ARTICLE 11 - GENERAL PROVISIONS

Section 11.01 The County shall provide each new employee within thirty (30) days of beginning employment an orientation of County policies and benefits which shall be on County time and County expense.

Section 11.02 The County shall have a copy of this agreement furnished to each employee within one hundred twenty (120) days of execution of the Agreement by both parties.

Section 11.03 Notice of D.S.C.C.A. meetings and D.S.C.C.A. activities may be posted on designated bulletin boards within the Sheriff's department offices and field locations.

Section 11.04 A work-related damage committee will be set up to have two (2) members of D.S.C.C.A. and three (3) members from management. This committee will review cases of work-related damage to County property and to personal property lost or damaged during the course of duty. D.S.C.C.A. shall randomly select representatives of equal rank as the employee who is alleged to have caused the work-related damage to serve as a volunteer member of the committee. The Sheriff will not be a member of the damage committee, but will select representatives from within the agency to act in his stead. The Sheriff may request that a matter be brought before the damage committee. Then, the employee may either consent to or reject the damage committee considering the matter. If the employee consents to the damage committee hearing the matter, no disciplinary charges with regard to the same incident or related incident will be brought against the affected employee. The damage committee must hear the matter within thirty (30) days from the time the damage was committed. A majority vote is needed for a decision, and only one vote will be taken for each occurrence. Voting will be by secret ballot. The recommendation of the damage committee is final. The maximum amount of damages that may be assessed to an employee by the damage committee is One Thousand Dollars (\$ 1,000.00).

Section 11.05 Eye glasses and tools destroyed, damaged or stolen during the performance of an employee's duties through no negligence of the employee will be replaced at County expense.

Section 11.06 When any item concerning work performance, employee evaluation or discipline is placed in an employee's personnel folder, the employee shall be offered the opportunity to sign and offer a written rebuttal to the item and shall be provided with a copy. Such signature only acknowledges receipt. If the employee refuses to sign, a copy shall be sent to the D.S.C.C.A. Local President so indicated.

Section 11.07 Personnel Files - Maintenance and Security

- A. Individual Files - A file shall be maintained for each member of the Sheriff's Office containing all pertinent information regarding the member's employment. This file shall include copies of all Department of Personnel, Civil Service, and inter-departmental documents related to the hiring, retention, promotion, commendation and discipline of the member subject to the provisions of the Rules and Procedures.
- B. Confidentiality and Security - These files will be kept confidential and maintained under lock and key with access subject to the following provisions only.
 1. The Sheriff will designate in writing one primary and one alternative keeper of records. Only these designees will have keys to the files. The alternate record keeper will access the files only in the absence of or at the direction of the primary record keeper subject to the provisions of this policy.
 2. An employee may review or copy the contents of his or her own personnel file upon request, under the supervision, and subject to the availability of the primary or alternate record keeper of records. No original records will be removed from the files, for any reason, other than in accordance with the provisions of the Sheriff's Office Rules and Procedures.

Section 11.08 Employee Assistance and Wellness Program.

The County and DSCCA recognize that providing an Employee Assistance and Wellness Program enhances morale, increases productivity, and fosters good employee relations. Both labor and management believe that it is in the best interest of the employee, the employee's family, and the county as a whole to provide an Employee Assistance and Wellness Program to its employees.

Labor and management jointly comprise the Employee Assistance and Wellness Committee which promotes and administers the Employee Assistance and Wellness Program. The Chautauqua County EAP is a peer assistance program which provides trained volunteer coordinators who supply confidential assessment, information, and referral services to Chautauqua County employees, their family members, and retirees.

Individual problems can range from a need for information about childcare, eldercare, housing, or legal and financial services to anxiety, depression, anger management, eating disorders, or difficulties with drugs or alcohol. Referrals are likely to be made to the labor union, health clinics, agencies specializing in an area of expertise, self-help groups, community resources, and professional counselors. Clients are informed that many of these resources charge a fee for their services, and the Coordinator will assist the client in understanding what, if any, portion of the expense is covered by insurance. In most cases, several referral choices are given to the client.

The Employee Assistance Program provides personal attention to employee needs in the highest degree of confidence. Coordinators are prohibited from discussing a client's situation with anyone including supervisors, union stewards, family members, coworkers, the Human Resource Department, the Health Insurance Department, or referral agencies unless the client gives written permission to disclose the information. EAP clients may choose to sign a consent form in order to have information released to a specifically named party or parties. This consent form expires 90 days after signing. The client, therefore, controls who will be entitled to receive information about his or her involvement in EAP.

Employees utilize the program as a device to improve job performance through education and/or to acquire referrals to resources in order to improve one's own health and well-being. The program is most successful when employees seek assistance during the early stages of their problems. With early intervention and treatment, employees can improve their personal situations and maintain productive employment. When used properly and in a timely manner, EAP can increase self-esteem, foster an

atmosphere of respect and tolerance of others, preserve job security or promotional opportunity, and promote a team approach to problem solving and interpersonal relationships.

In addition to self-referral, employees may be referred to EAP by a supervisor or union representative to assist the employee in correcting on-the-job issues. A referral is a positive step taken by the supervisor or union representative who desires to assist the employee with an observed on-the-job concern. The employee may accept or refuse the referral to EAP. Supervisors and union representatives may schedule an appointment with an EAP Coordinator to discuss proper methods for referring an employee with job performance issues to EAP.

The program provides orientation information and training for employees, managers, supervisors, and union representatives on the use and benefits of EAP.

Section 11.09 Training opportunities will be posted and all requests considered.

Section 11.10 Internal Affairs Function. Complaints received by this agency that allege a Sheriff's Office member has used inappropriate behavior, is accused of misconduct, or has committed a violation of the law will be treated as a personnel complaint. A prompt and impartial investigation of these complaints protects the reputation of the Sheriff's Office and equally that of the accused officer.

- A. Registering Complaint - The member receiving a complaint of this type will immediately inform his superior who will then advise the Sheriff of the complaint. In the event that an immediate supervisor is not on duty at the time of the incident, the supervisor will be called at home.
- B. Supervision and Control of Investigation - The Sheriff or his designee will direct the investigation of the allegations and assign the necessary qualified personnel to conduct the investigation. The investigation will be assigned to an officer of higher rank than the person being investigated.
 1. The officer assigned to investigate complaints of an internal nature is acting with the full authority of the Sheriff and will be extended every cooperation by all agency members.
 2. When an investigation has been initiated, the subject of the investigation shall be notified by the Sheriff or the investigating officers of the nature of the complaint. In cases where such notification would jeopardize the investigation, the notification may be given immediately prior to the interview of the subject. The member will be advised of the charges or allegations and of his/her rights and responsibilities relative to the investigation.
 3. Interviews will be conducted in a confidential manner. The results shall become part of the file. All such files shall be kept locked and confidential. These files are not subject to "Freedom of Information" Law.

Section 11.11 The County will pay for any of the costs of the Hepatitis B testing or booster shot not covered by the employee's insurance.

ARTICLE 12 - SAVINGS CLAUSE

IF ANY PROVISION OF THIS AGREEMENT IS IN CONFLICT WITH A FEDERAL OR STATE LAW OR IS DECLARED INOPERATIVE BY A COURT OF COMPETENT JURISDICTION, THEN THE REMAINING PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE. IT IS FURTHER AGREED TO MEET WITHIN 90 DAYS TO RENEGOTIATE SAID NEGATED CLAUSE.

ARTICLE 13 - LEGISLATIVE ACTION

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 the additional funds therefore, shall not become effective until the appropriate Legislative body has given approval.

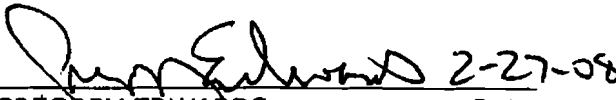
ARTICLE 14 - DURATION

Unless otherwise specified, the provisions of this Agreement shall become effective January 1, 2006, and shall expire December 31, 2009, but shall remain in effect until the parties reach a subsequent Agreement.

FOR CHAUTAUQUA COUNTY

FOR D.S.C.C.A.

Handwritten:
2/27/08



GREGORY EDWARDS 2-27-08
County Executive Date



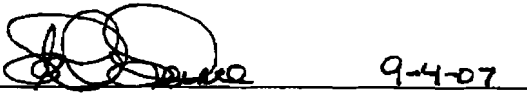
LEWIS J. KRAUSE 8/23/07
President, DSCCA Date



JOSEPH PORPIGLIA 27 February 2008
Director of Human Resources Date



JOSEPH VACCARO 8-31-07
Vice President, DSCCA Date



JOSEPH GERACE 9-4-07
Sheriff Date

APPENDIX A

2004 – 2009 D.S.C.C.A. Salary Schedule

Year	Rate of Pay
2004	\$11.91
2005	\$12.27
2006	\$12.27
2007	\$12.64

Year	Step 1	Step 2*	Step 3*
2008	\$13.02	\$13.41	\$13.81
2009	\$13.41	\$14.21	\$14.64

*Minimum of 500 hours per calendar year for credit. (See Section 5.04).