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AGREEMENT

BY AND BETWEEN
ONTARIO COUNTY,
ONTARIO COUNTY SHERIFF

AND THE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO

ONTARIO COUNTY SHERIFFS UNIT 7850-01
ONTARIO COUNTY LOCAL 835

JANUARY 1, 2009 – DECEMBER 31, 2011

RECEIVED 5/24/11
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IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE I
MISSION

The Civil Service Employees Association, Inc., the Sheriff, the County of Ontario and the employees covered by this agreement, will deliver effective and responsive law enforcement services to all citizens of Ontario County in a fair and equitable manner. As an integral part of the Ontario County community, we are committed to communicate with those we serve and to join with them in establishing priorities to enhance the quality of life for the entire community. We are dedicated to serving and protecting the public, in order to make Ontario County a safe place in which to reside, work or travel.

We acknowledge the precepts expressed below, and pledge that we will adhere to them to the best of our ability:

A. **Human Life and Dignity**: The value of human life is beyond measure. We will respect human life and the dignity of all people, and will take whatever action is necessary to protect and preserve them.

B. **The Constitution and Law**: We are committed to uphold and defend the rights guaranteed to individuals by the Constitutions of the United States and the State of New York. We will abide by and enforce the laws of the Nation, State and County in a fair and equitable manner.

C. **The Community**: We value the partnership and communication the Ontario County Sheriff’s Office enjoys with the community. We endorse the priorities established in cooperation with our community intended for the safety of all and to enhance the quality of life in our neighborhoods.
D. **Commitment to Excellence**: The most valuable asset held by the Ontario County Sheriff’s Office is its personnel. We will strive to improve ourselves and our performance using every available resource. Through teamwork, sensitivity to the requirements of others, and strict accountability to the Sheriff’s mission, we are dedicated to achieving excellence in the discharge of all our responsibilities.

E. **Leadership and Character**: As representatives of the Ontario County Sheriff’s Office, the County of Ontario, and the Civil Service Employees Association, we recognize that we will be perceived to be in positions of leadership and that such positions are dependent upon public trust; therefore, we are pledged to honesty, integrity and truthfulness in our personal and professional lives.

F. **Organizational Policy**: We are committed to education and training of our work force, and will, to the extent practicable, place no untrained persons in public service capacities. We will provide a safe work environment for all employees. We will defend and protect the rights of our employees, and we will uphold and extend merit and fitness for public employment, insuring to the maximum extent possible that all personnel are qualified and able to do their jobs. We are committed to equal pay for equal work.

**ARTICLE II**

**WORK**

**Section 2.1 – Hours of Work, Sheriff’s Department and Jail**

The regularly scheduled work week shall be 40 hours per week, except that clerical personnel shall work 37.5 hours. 37.5 hour employees may, with the Sheriff’s consent, convert to 40 hours employees. For all personnel on a 4/2 schedule, the normal work day shall be 8.5 hours, including time allocated to roll call and briefing.

**Section 2.2 – Seniority, Definition**

Seniority for non-competitive class Civil Service Employees covered by this agreement means an employee’s length of continuous service with the Employer since his last date of hire with Ontario County. There shall be no seniority among probationary employees. Probationary employees may be discharged or disciplined in the discretion of the Employer and without recourse to this agreement. The Union shall represent all probationary employees within the negotiating unit.

An employee’s continuous service and all of his seniority rights shall be terminated by any of the following:

A. Voluntary quit

B. Discharge
C. Retirement

D. Failure to report for work for three (3) consecutive working days without prior notification to the Employer of reasons for such absence shall be considered a voluntary quit beginning on the first day of such absence.

E. Failure to return from an approved leave of absence on the scheduled date for return.

F. Having been laid off for a period of 6 consecutive calendar months.

G. Having been on a sick leave, paid or unpaid for a period of twelve (12) consecutive calendar months.

H. Failure to report for work on the agreed date of a recall from layoff.

Section 2.3 – Seniority, Layoff and Recall

Notwithstanding the foregoing, all non-competitive and labor class employees covered by this agreement shall be laid off and recalled in the same manner provided by law and regulation for the layoff and recall of competitive class employees.

Section 2.4 – Job Security

The County agrees to provide a sixty (60) calendar-day notice to affected employees and the Union in the event of layoff. If that notice is given, then no additional benefits are provided, except as set forth below.

In the event that the sixty (60) calendar-day layoff notice cannot be met, the employees and the Union will be notified as soon as possible and employees will be paid their regular wages for sixty (60) calendar days from the date of layoff notice. In addition, employees will also receive health insurance, in the plan in which they are enrolled, fully paid by the County for sixty (60) days from the date that the next premium payment is due, following actual layoff.

The County will develop transitional services for laid-off employees to include job counseling, retraining services, use of office equipment, etc.

Job security language will be and is intended for all full and part-time, permanent members of the bargaining unit. One hundred percent (100%) Grant Funded positions are excluded.

Section 2.5 – Subcontracting Unit Work

The Employers shall meet and confer with the Union before making any decision to subcontract work customarily performed by members of the bargaining unit.
Section 2.6 – Physical Examinations, Sheriff’s Department

The County agrees to provide physical examinations each two (2) years for employees in the Dispatcher, Senior Dispatcher, Correction Officer, Corrections Sergeant\(^1\), Civil Deputy and Civil Deputy Sergeant classifications. Physicals will be done based on Civil Service standards which are directed by the physicians of the County’s choosing. Standards for the examination shall be set by the Sheriff, and will be provided to the Union.

ARTICLE III
PAY

Section 3.1 – Wages

In consideration of the services provided by the employees covered by this agreement, the Employers will compensate the employees in accordance with the following provisions:

Wages shall be increased by the following percentages in each year of this agreement:

Effective January 1, 2009 3%
Effective January 1, 2010 3.5%
Effective January 1, 2011 3%

All personnel shall be allocated to grade in accordance with the Allocation to Grade Table, and compensated in accordance with Schedules Q, S and J, for each year of the agreement.

Section 3.2 – Cost of Living Adjustment

If CPI-W, unadjusted, for the twelve (12) month period prior to September of 2009, 2010 or 2011 equals or exceeds 1.0% above the scheduled wage rate increases set forth above\(^2\), then, the parties will meet and confer regarding wages.

Section 3.3 – Wages, Promotion

When during the term of this agreement an employee is promoted from one pay grade to a higher pay grade, the employee will be placed in the first step in the new pay grade which will produce no less than a $500.00 increase in rate over the pay he was receiving on the date he is actually transferred.

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\(^1\) MOA 2-2004
\(^2\) MOA Contract Agreement 2005-2008
Section 3.4 – Wages, Demotion

When during the term of this agreement an employee is demoted from one pay grade to a lower pay grade, he shall be placed in the step in the lower pay grade which represents his actual continuous service with the Employer, such lower pay to begin on the date he is actually transferred.

Section 3.5 – Wages, Annual Increments

Yearly changes in steps shall be granted to employees within the steps on the first payroll period of the calendar quarter in which their anniversary date falls.

Section 3.6 – Direct Deposit Program

During the term of this agreement, each employee shall participate in the Employer’s direct deposit program.

Section 3.7 – Wage Overpayments

The parties agree that, in the event an employee is overpaid, one of the following options shall be selected by the employee, and repayment shall proceed accordingly:

1) Deduction of the full amount of the overpayment from the gross wages of the next payroll check;

2) Deduction of fifty percent (50%) of the overpayment from the gross wages of the next two payroll checks – this option being available only for overpayments in excess of $100.00;

3) Special repayment plans may be negotiated between an individual employee and the Sheriff, with the approval of the County Administrator, in those situations where the foregoing options would result in hardship to the employee, and where the overpayments have continued for an extended period of time with no fault on the part of the employee.

4) For employees who are on an unpaid leave of absence and have unpaid status on the payroll and are not expected to return, or who have terminated employment – by remittance of a check in the full amount of the overpayment.

Section 3.8 – Wages, Allocation to Grade

The parties agree to meet and confer prior to any grade reallocations taking effect.

3 MOA 3-2000
Section 3.9 – Wages, Emergency Closing

A. Employees required to stay after the closing will be paid at a rate of time and a half rather than straight time. Example: If County buildings are closed at 2:00 PM, those employees required to work their full shift, say until 5:00, will be paid at a rate of time and a half for three (3) hours. Those employees working after 5:00 PM, such as a second or third shift, will be paid at a rate of time and a half.

B. An option will be given the department head and the employee to work out an agreement that if they are not given compensation time at 1 ½ times in place of salary then the salary must be paid within two pay periods. The decision whether to take comp time or salary must be a mutual decision between the department head, supervisor and employee. They must agree on the choice. If they don’t agree they will be paid. Comp time should be used within two pay periods from the time it was earned.

C. If an employee has requested annual leave and the building closes, annual leave is still charged.

D. Scheduled Emergency Worker – If Ontario County roads close, individuals showing up and scheduled to work will be paid at the rate of time and a half and those that are unable to get to work or be picked up and brought to work will be paid their regular time.

E. If an employee has been requested by their supervisor to be at work, whether they work or not, they must get paid. Supervisors must be diligent in who they ask to stay on standby and who they release.

F. Part-Timers – If they come to work and only work part of the shift, they will get paid for the entire shift even though the building has been closed. However, if they do not show up or do not report for their part-time work, they will not be paid.

G. It is suggested that department heads give consideration to allowing part-time employees the opportunity to make up the time that they lost.

H. Grievances concerning the application of this section shall be filed in accordance with Article VII of this contract.

Section 3.10 – Overtime and Compensatory Time

A. Overtime shall be paid for at time and one-half the employee’s straight time hourly rate for all hours actually worked in excess of forty (40) hours per week in his department. 37.5 hours employees may, with the Sheriff’s consent, convert to
40 hours employees and be paid accordingly. Remaining 37.5 hour employees shall receive straight time for all hours worked in excess of 37.5 and less than 40 per week and overtime thereafter. All paid leave, including holidays, shall be counted as time worked for purposes of calculating overtime. For purposes of this agreement, an employee’s “straight time hourly rate” shall be his regular weekly pay divided by the number of hours in his department’s regular work week. For purposes of this agreement, “straight time daily rate” shall be the employee’s “straight time hourly rate” as defined above multiplied by seven and one-half (7 ½) hours for thirty seven and one-half (37 ½) hours for thirty seven and one-half (37 ½) hour employees. There shall be no pyramiding of overtime due to any provision of this agreement and voluntary overtime shall be offered to qualified employees in a manner that is as equitable as possible.

B. In lieu of the payment of overtime as set forth herein, an employee may request compensatory time in an amount equal to 1.5 hours for each hour of overtime, as defined herein, actually worked, and may be granted said amount of time off with pay in lieu of the payment of overtime compensation. All such compensatory time shall be taken within the pay period during which the overtime was worked, or within the following pay period. Exceptions may be granted with the approval of the Sheriff.

C. Employees may accumulate up to 40 hours of compensatory time, to be used in accordance with the following guidelines, except as modified by mutual agreement.

**Compensatory Time Usage**

1. Request for compensatory time **should be** submitted at least twenty-four hours prior to the date requested. The request will only be approved by the immediate shift supervisor working on the date and shift requested. However, this shift supervisor at his discretion may approve compensatory time with less than twenty-four hours notice. This supervisor will not grant compensatory time requests more than three days prior to the date requested.

2. Compensatory time may be taken in any time allotment that is approved by ones immediate supervisor **and maintains above minimum staffing requirements**.

3. All annual leave requests that come under the provisions of the employees’ contract will have priority over compensatory time requests.

4. Compensatory time may be granted upon application to the employee’s immediate supervisor whenever such compensatory time off does not bring the shift down to minimum staffing or impair the safe and efficient operation of the department.
5. Compensatory time may be used over consecutive days; however, it may never be used in conjunction with annual leave days. (Meaning at the beginning or end of a week block of vacation days). The combination of annual leave days with compensatory days is permitted when annual leave isn’t taken in a week block.

6. Since this policy would allow the employee to maintain a bank of time that would effectively eliminate any unpaid leave situations (i.e. non-work related injuries or sickness which would place the employee on disability, the further granting of time for this type situation is not recommended.)

Section 3.11 – Overtime, Exchange of Time

It is understood that time exchanged between employees shall not be done if it results in a requirement, under either the terms of this agreement or the Wage and Hour Law, that overtime be paid.

Section 3.12 – Call in Pay, General

When an employee who has completed his regular daily shift is released and later recalled to work, he shall be guaranteed three (3) hours pay or three hours work at his “straight time hourly rate” or time and one-half his straight time hourly rate for all hours actually worked during call in, whichever is greater.

Section 3.13 – On-Call Pay

When an Identification Officer is scheduled to be on-call and is not confined to his home or any particular place, but is required to be immediately available for duty, he shall be granted:

A. $ 26.00 for each regularly scheduled workday on-call;

B. $ 35.00 for each regularly scheduled day off, including holidays, on-call.

Weekday overnight on-call begins at 5:00 PM, Monday through Saturday and ends at 8:00 AM on the following day. Weekend on-call begins at 8:00 AM, Sunday, and ends at 8:00 AM on the Monday following. Holiday on-call begins at 8:00 AM on the holiday and ends at 8:00 AM the following day.

Section 3.14 – Shift Differential

All employees covered by this agreement who are assigned to shift work, shall be paid shift differential of $1.00 per hour in addition to their “straight time hourly rate” for all hours worked on a shift in which the majority of hours are worked between 6:00 PM and
6:00 AM. It is understood that the shift differential shall be paid at $1.00 for straight time and overtime hours when the employee’s shift qualifies for shift differential as provided for herein.

Effective January 1, 2009, the shift differential shall be $1.75. 4

Shift differential shall be paid if one or more of the following conditions exist:

A. If the person is an A-Shift employee who works the B or C-Shift on a normally scheduled day off;

B. If the person is an A-Shift employee and is held over to work the entire B-Shift;

C. If the person is a B-Shift employee who is held over to work any number of hours contained within or the entire C-Shift; or

D. If the person who is regularly scheduled to work the B or C-Shift is held over any number of hours contained within either or the entire A-Shift.

Section 3.15 – Incentive, Field Training Officers

Field Training Officers shall receive a payment equivalent to the overtime resulting from five hours’ work for each work week of assignment to said duty.

Section 3.16 – Incentive, CERT, Scuba and Corrections Technician

Members of the CERT, should said team be created during the term of this agreement, Scuba Squads and the Corrections Technician shall receive $40.00 for each month on said squad and $22.50 for second special squad membership. Payments for this service shall be made on the first payroll in November of each year.

Section 3.17 – Holiday Pay

Each employee who is required to work on a holiday shall receive time and one-half his straight time hourly rate for all hours worked on a holiday plus holiday pay. Hours worked in excess of the employee’s regularly scheduled hours during the twenty four (24) hours comprising the holiday shall be paid for at two and one-half (2 ½) times the employee’s straight time hourly rate; overtime which is worked prior to or after the twenty four (24) hours comprising the holiday shall be paid for at one and one-half (1 ½) times the employee’s straight time hourly rate.

Section 3.18 – Wages, Testifying in Civil Proceedings

Members subpoenaed to testify in a professional capacity in civil proceedings, shall appear without loss of time or pay for appearances occurring during normal working

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hours, and shall, be subject to the call-in pay provisions of this agreement for appearances occurring outside normal working hours. Members may elect to request leave instead.

Members receiving pay pursuant to this provision shall remit to the County all witness fees and other remuneration received for the aforesaid appearances, including any payment for mileage and/or parking, unless such mileage and/or parking expenses are actually incurred. Mileage would not be considered incurred unless: (a) the proceeding occurs outside normal working hours; or (b) members have no County vehicle at their disposal at the time of the proceeding. Members may apply for reimbursement of any mileage and/or parking expenses actually incurred for which no remuneration is received.

Section 3.19 – Travel Pay

The mileage allowance for an employee using a personal automobile in the performance of his duties as a County employee shall be at the IRS Rate.

Section 3.20 – Notary Public Fees

Employees who are required by the Sheriff to be Notary’s Public, shall have the Notary fees paid by the Employers.

Section 3.21 – Longevity

Effective January 1, 2001, upon completion of 10, 15, 20 and 25 years of service, an employee’s base pay shall be increased as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Increase</th>
</tr>
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<tbody>
<tr>
<td>10</td>
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<tr>
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<td>$1000.00</td>
</tr>
</tbody>
</table>

Section 3.22 – Uniforms, Issue

A. The Employer agrees to furnish any uniform, including shoes, or special equipment which has been determined by the Board of Supervisors to be required to be worn or used by an employee in his job, including nurse uniforms. The design and purchase of such uniforms and equipment shall be specified by the Employer. The employees agree to maintain uniforms and other apparel including cleaning and laundering of same. Employees shall also provide normal maintenance of other personal equipment supplied by the Employer and used by the employee in his job. Worn out or damaged uniforms or equipment must be returned to the Employer before replacements will be issued. Upon termination,
employees shall return all uniforms and equipment supplied by the Employer, or be liable for the value of such items.

B. Civil Deputies shall receive $650.00 per year, with payment, by separate payroll check, being made to the employees by the department on or before the last payroll in March of each year, commencing in 1995.

Section 3.23 – Uniforms, Personal Apparel and Equipment, Damage to

Uniformed personnel in the Sheriff’s Department, shall be reimbursed within thirty (30) days of making claim therefore for the reasonable market value or for the repairs of any personal apparel or equipment which is damaged or ruined in the line of duty; such reimbursement does not include ordinary wear and tear.

Section 3.24 – Uniforms, Allowance and Cleaning

Uniformed personnel may have up to three (3) uniforms cleaned per week, and Civil Deputies may have up to three (3) sets of appropriate clothing cleaned per week, including minor repairs in both cases, at no cost to the employees. Clothing to be cleaned shall be picked up and delivered at the jail, and the standards for cleaning and maintenance shall be established by the Sheriff.

Section 3.25 – Hazardous Duty Pay

Jail Cooks, Jail Cook Manager and the two Stenographers assigned to take statements will receive $500.00 annually, to be paid on the first payroll in November in each year.

Section 3.26 – Advanced Education Stipend

Effective January 1, 1999, all persons with EMT Certification shall receive an additional $150.00 per year. Employees who have achieved the following educational levels shall receive the specified annual stipends:

- Associates Degree: $250.00
- Bachelors Degree: $500.00
- Masters Degree (30 credits): $1000.00
- Masters Degree (60 credits +): $1500.00

There shall be no educational incentive pay for any certification or degree that is required as a minimum qualification for the title held at the time this agreement is ratified. All stipends in this section shall be paid on the first payroll in February of each year.

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Section 3.27 – Voluntary Physical Fitness Incentive

Commencing January 1, 2003, all civil deputies, corrections sergeants and corrections officers who successfully complete an annual, age-normed, physical fitness test, developed to Office of Municipal Police or other mutually acceptable standards, shall receive $500 for each year the test is successfully completed, deposited by the employers to a medical flexible spending account (Section 125, tax free to officers).

ARTICLE IV
BENEFITS

Section 4.1 – Annual Leave, Entitlement

A) Each employee shall earn paid annual leave as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Number of Days</th>
<th>Hours (37.5/wk)</th>
<th>Hours (40/wk)</th>
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<td>30</td>
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<td>228.75</td>
<td>244</td>
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</table>

B) Annual leave will be credited upon an employee’s anniversary date of hire. All computations shall be based upon the hours specified.

Section 4.2 – Annual Leave Entitlement, Transferred Employees

As of April 14, 1988, three (3) positions were added to the bargaining unit from the management and confidential ranks of the employer. The parties agree that persons so incorporated into the bargaining unit shall continue to earn annual leave entitlement at the rate appropriate for management/confidential employees as of April 14, 1988, except that they shall not receive any increases in annual leave entitlement based upon provisions applicable to management/confidential employees. Rather, they shall continue to retain their annual leave entitlements as management employees without change until such time as the provisions of this article equal or exceed their management/confidential leave entitlements, and they shall then, at that time, and thereafter, be governed by the provisions of this article.

The procedure for the use of such annual leave entitlement shall be the same as for other employees covered by this agreement.
Section 4.3 – Annual Leave, Years of Service Defined

For the purpose of computing annual leave, years of service shall mean continuous years of employment, except for an employee who has voluntarily left his employment, and who is rehired within twelve (12) months of his date of resignation, in which case the first such interruption of continuous service shall not be considered for purposes of calculating annual leave.

Section 4.4 – Annual Leave, Scheduling

Annual leave time shall be granted in one-half hour segments or more, upon request to the employee’s supervisor, and provided that use of annual leave will not impair efficiency of operation, and also provided that reasonable advance notice is given to the employee’s supervisor. Supervision shall respond to a leave request under this article within 24 hours of receipt. If more employees want the same annual leave periods than can be given without impairing operations, then employees with greater seniority shall have first choice of leave periods. The sheriff and the unit president shall review the scheduling of annual leave as necessary, to insure that operations are not impaired, and that leave is granted by seniority as required by this agreement.

Section 4.5 – Annual Leave, Pay

Annual leave pay shall be the employee’s straight time hourly rate for each hour or segment of an hour taken.

When a holiday falls within an employee’s annual leave time, he/she shall be paid one additional day’s pay in accordance with the above schedule of annual leave.

Section 4.6 – Annual Leave, Accumulation

Annual leave shall not be cumulative from year to year, but employees may carryover ten unused days (37.5 hour week = 75 hours; 40 hour week = 80 hours) to be added to the following year’s entitlement. At no time shall an employee’s annual leave credit exceed the amounts set forth in Section 4.1 by more than ten days, as herein provided, and additional unused days will not be carried over.

Section 4.7 – Annual Leave, Advance Use

Employees with six months of service may be permitted to use five days of annual leave, which shall be part of the first year’s annual leave entitlement.

Section 4.8 – Annual Leave, Terminated Employees

In the event of termination, an employee shall be paid for all unused annual leave credited but not taken, and will reimburse the county for any advanced, unearned annual
leave used. Leave will be prorated for each full month of service beyond the anniversary date.

Section 4.9 – Annual Leave Exchange Program

Employees who have accumulated more than fifteen (15) days of annual leave may relinquish up to five (5) whole day segments of annual leave for the cash equivalent according to the following terms:

A. Annual leave balances shall be as of the beginning of the first payroll in June, according to Information Services Department Records.

B. Employees will request the annual leave exchange payment on forms developed for this purpose by the employers, and time shall be relinquished at the beginning of the second June payroll period.

C. Time relinquished is payable at the rate effective at the beginning of the first June payroll, and is not returnable to the employee.

D. Payments will be made between the last payroll in June and the last payroll in July, except in the case of separation from service, in which case employees will be paid in the normal manner.

E. To qualify for the program, employees must have had no periods of unpaid leave in the twelve (12) month period immediately preceding the application, to be verified by the Sheriff.

Section 4.10 – Family and Medical Leave Act of 1993 (FMLA)

In addition to and notwithstanding the above, the following shall apply to all leaves of absence under FMLA (29 USCS 2600 et seq.):

A. The 12 month period within which an employee is entitled to 12 weeks leave shall be a rolling 12 month period measured backward from the date an employee uses any FMLA leave.

B. FMLA leave may be taken intermittently in quarter (1/4) hours segments or in any other block of time.

C. Any leave taken will be charged to annual leave then available, except that employees may maintain up to 2 weeks of annual leave which do not have to be applied to the 12 week period.

D. Health insurance coverage will be maintained during FMLA leave. Employees must arrange for payment of employee contributions to health insurance premiums, if any, through the Department of Human Resources.
E. Any paid leave taken as a result of a triggering event, including disability and
workers’ compensation leave supplemented to full pay, shall be counted as part of
the FMLA leave entitlement.

Section 4.11 – Leave, Bereavement

At the discretion of the Sheriff up to five (5) days off with pay may be authorized for
deaths.

Section 4.12 – Paid Leave Bank

A paid leave bank will be established for the members of the bargaining unit of the
Ontario County Sheriff’s Unit, CSEA.

Membership in the paid leave bank will be voluntary. Each person electing to participate
in the paid leave bank will contribute one (1) day from his or her personal leave carryover
leave accumulation. Bargaining Unit Members shall have the opportunity to elect to
participate in the paid leave bank at any time. Only such members will be eligible to use
days from the bank.

The paid leave bank may only be used for disabilities or illnesses that are not job related.
Medical reports by the member’s physician may be required as a condition for use of the
bank.

A person withdrawing from the bank will not be able to withdraw his or her contributed
day (or days). Eligibility for award from this paid leave bank requires the employee to be
legitimately ill for a minimum of 5 consecutive workdays, and to have completely
exhausted all of his or her own accrued leave time. Awards will be granted up to a
maximum of 60 days. Extension of the 60-day maximum is possible up to a maximum of
120 total days, subject to the approval of the paid leave bank committee.

The paid leave bank will be administered by a 3-person paid leave bank committee
consisting of one (1) employee from each division (Jail, Road, Communications), said
employees to be selected by the President of the Union and the Sheriff. The Sheriff shall
provide a secretary for the committee, who shall be the individual to give written notice
of award of paid leave bank time to both the applicant and to the County. The Office of
the Sheriff shall be the location to which applications for award are made. All
applications for award and all notices of an individual’s intent to join or to withdraw from
the paid leave bank must be in writing, and will be effective only when filed with the
Sheriff.

The committee shall prepare, and direct to the attention of the Sheriff, a confidential
summary report on paid leave bank awards and status, on or before January 1 and July 1
of each year.
In the event that the paid leave bank committee requires any medical records in support of an application, the Sheriff is designated as the custodian of such information. The medical information shall be held as confidential, shall be available only to committee members and to the sheriff and to the President of the Union. All such information shall be returned to the applicant as soon as an award has been completed.

The decision of the paid leave bank committee shall be final, and no award or denial of an award under this Article shall be subject to the grievance or arbitration procedure.

**Section 4.13 – Holidays, General**

The parties shall conduct a joint work session for the purpose of clarifying understanding of the holiday pay article, and the development of new contract language if necessary. The parties agree that the principles of this review shall be that holiday pay shall not exceed 3.5 times base, all employees shall be treated equally, and all parties shall understand operation of the clause.6

The following days shall be designated paid holidays:

A. New Year’s
B. Martin Luther King, Jr., Day
C. Presidents’ Day
D. Memorial Day
E. Independence Day
F. Labor Day
G. Columbus Day
H. Veteran’s Day
I. Thanksgiving Day
J. Christmas
K. Floating Holidays (two)

**Section 4.14 – Holidays, Floating**

A floating holiday may be taken at any time during the year, provided that the appropriate department head has approved the taking of the day as a holiday in advance. New employees must be employed a minimum of thirty (30) calendar days in order to earn a floating holiday. Persons who work any part of the first six (6) months of the year (January 1 through June 30) shall be entitled to one (1) floating holiday, and persons who work any part of the second half of a year (July 1 through December 31) shall be entitled to one (1) floating holiday. Employees may take both holidays in the first six (6) months of a year if the department head approves. If, at the end of the year or the end of a six (6) month period, whichever is applicable, or upon leaving the service of the County, an employee has not used the number of floating holidays to which he is entitled, despite his having made a good faith attempt to do so, he shall receive holiday pay for those floating

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holidays requested but not granted. However, if the employee leaves the County’s service before earning the second holiday, one (1) day’s pay will be returned to the County upon the employee’s leaving. Floating holidays shall not be cumulative.

Section 4.15 – Holidays, Saturday and Sunday Observance

When one of the above holidays falls on a Saturday or Sunday, the Employer shall pay the employee an additional day’s pay, which shall be calculated in the same fashion as a day of vacation.

Section 4.16 – Holidays, Certain Employees

None of the provisions of the holiday clause shall apply to employees of the Sheriff’s Department (except clerical employees). Holidays for those employees in the Sheriff’s Department (except salaried employees) shall be paid on November 30 of each calendar year in an amount equal to their holiday pay for each holiday listed above which occurred while they were on the payroll and actively at work during that calendar year. An employee who terminates during the calendar year shall be paid at termination for all holidays which occurred while he was on the payroll and actively at work prior to his termination in that calendar year.

Employees covered by this Section who actually work on a holiday shall be paid at time and one-half their normal hourly rate, for all hours worked.

Payment will be made to those employees who are injured while on duty by prisoners or other third parties, or in motor vehicle accidents. No payment of holiday pay shall be made to employees who receive other incidental kinds of injuries while on duty, even if those injuries result in absence on a holiday when the employee is receiving full pay under General Municipal Law Section 207-c. Payment will be made as part of the normal November 30 payment to eligible employees.

Employees who are required to work on January 1 (New Year’s Day), July 4 (Independence Day), November 11 (Veterans’ Day) or December 25 (Christmas) shall receive time and one-half their regular rates of pay when any of these holidays fall on a Saturday or Sunday. Employees who are required to work on both the nationally observed holiday and the contract observed holiday when such falls on a Saturday or Sunday shall receive time and one-half their regular rates of pay only for one (1) of the days, the day that the most hours are worked. For example, an employee required to work on both Sunday, December 25 (nationally observed holiday) and Monday, December 26 (contract observed holiday) in 1988 can receive time and one-half for hours worked on either December 25 or December 26, but not both.
Section 4.17 – Leave, Jury Duty

An employee selected for jury duty shall receive paid leave, not to exceed fifteen (15) days annually, when attendance as a juror is required on regularly scheduled workdays by the Court. Employees on jury duty leave shall remit to the Employer all remuneration received as a juror including money paid for mileage and parking unless such mileage and/or parking expenses are actually incurred. Mileage will not be considered incurred if the employee reports to jury duty and works in the same City of Town. To be eligible for the above benefit, the employee will cooperate with the Employer by notifying the Employer through his department head, immediately upon being summoned as a juror, and in joining in a request for deferral of jury duty whenever, in the Employer’s judgment, such a request is necessary.

Section 4.18 – Leave, Sick

The provisions for the use of sick leave days for employees who had accumulated sick leave days, as recorded on the books of the County as of March 31, 1977, and only for those employees employed on that date, are as follows:

A. Beginning January 1, 1978 an employee who has accumulated sick leave as provided in this Section may use up to five (5) of such accumulated days on any day on which he is ill or disabled during each calendar year, provided such employee is not receiving benefits under the New York State Disability Plan or Worker’s Compensation for the same sick day.

B. Following exhaustion under the New York State Disability Plan, any of the employee’s remaining accumulated sick leave days in the bank may be used.

C. Any unused sick leave days will be credited in the Retirement System at the time of retirement.

D. There shall be no new sick leave days accumulated by the employees.

Section 4.19 – Leave, Sick, Verification

When continuous sick leave exceeds two (2) days, the Sheriff, may require as a condition of payment a statement from the employee’s physician certifying the nature of the illness and probable period of disability. When continuous sick leave exceeds thirty (30) calendar days, Sheriff may require a physical examination by a physician selected by and paid for by the Employer, and continuing physical examinations at reasonable intervals while the illness continues, in the discretion of the physician selected. The Sheriff may require a doctor’s certificate from an employee for any day of sick leave if he has reason to believe that the employee is abusing sick leave. The provision for such discipline does not change the right of the Employer’s to take other disciplinary action which may be more or less severe.
Section 4.20 – Leave, Sick, Payment on Termination

Employees having accrued sick leave at the time of separation from the department shall be paid in full for the amount of said leave.

Section 4.21 – Tuition Reimbursement

The Employers will provide reasonable funding for tuition reimbursement in the annual County budget, and employees in the bargaining unit shall be permitted to participate in the tuition reimbursement plan, as established by Resolution 695 of 2008, subject to such budget limitations. See Schedule attached hereto.

Section 4.22 – Testing Fees, Civil Service

Employees shall not be required to pay any Civil Service testing fees for promotional examinations administered by the Ontario County Department of Personnel, except that any employee who has been notified that he/she will be laid off shall not be required to pay and Civil Service testing fees for open competitive examinations from the date of said notice to the expiration of one (1) year following the last day of work.

Section 4.23 – Flexible Spending Arrangement (FSA)

The County agrees to establish, at no cost to the employee, a Section 125, Parts a, b and c, FSA for each member of the bargaining unit. The FSA will be established by January 1, 1996. The Union and the County agree to meet and confer for the selection of a third-party administrator.

Section 4.24 – County Deferred Compensation Match Program

Effective January 1, 2006, the employers will match employee contributions to the existing 457 plan dollar for dollar up to 2% of employee wages, in accordance with §401a of the Internal Revenue Code, and in accordance with the guidance of the New York State Employees Retirement System, for all unit members. Vesting shall occur upon employee contribution to the plan after January 1, 2006. In the event the employers do not match employee contributions commencing January 1, 2006, the employers will provide up to 1% in cash on the same terms.\footnote{\textsuperscript{7}}  

\footnote{\textsuperscript{7}Contract Agreement 2005-2008}  

\footnote{\textsuperscript{8}Revised by MOA 2-2005 to establish immediate vesting.}
ARTICLE V
INSURANCE

Section 5.0 – General

The parties agree to cooperate in efforts to control health care costs while maintaining the present benefit structure, and shall evaluate in good faith the merits of a consortium health insurance plan. Any changes to the collective bargaining agreement shall be by mutual consent.  

Section 5.1 – Health Insurance

Effective March 1, 2009, the County will provide Blue Choice 25/Preferred Care Basix as the base-funded medical insurance plan, plus HRA according to amounts in plan document for CSEA General County Unit, pro-rated to March 1, plus Beniversal Card or equivalent.

Effective March 1, 2009, employees may chose Blue Choice Select, if available, at 25% employee contribution to premium. Until March 1, 2009, all plans current as of December 2, 2008, shall remain in place.

Section 5.2 – Health Insurance, Employee Contribution

Plan effective March 1, 2009

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<th>Plan</th>
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Section 5.3 – Health Insurance, Review Committee

The union shall be represented on the County’s General Labor Management Health Insurance Committee. The committee shall consist of an equal number of Union and County representatives and shall meet at mutually agreeable times. The County may provide health care coverage by self-insurance during the term of this agreement, provided that no reduction in benefits occurs and that no cost to the employees results. Any change in the health insurance provided by this contract must be approved by the Union membership and the Board of Supervisors of Ontario County, and implementation of a new health insurance program, other than self-insurance as provided above, shall only take place by mutual agreement of the Union and the County.

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Section 5.4 – Health Insurance, Death Benefit

For all Deputy Sheriffs (Civil), Corrections Sergeants, and Corrections Officers, the Employer will pay one hundred percent (100%) of the then present cost of Blue Cross-Blue Shield coverage (providing the same benefits as then provided to all County employees) for widows, widowers, and children of the aforementioned killed in the line of duty. Coverage for widows and widowers shall continue for life or until remarried, and in the case of children until they reach the age of eighteen (18) or marry, contingent upon the Employer’s ability to purchase a family plan from Blue Cross-Blue Shield to cover said widows, widowers, and children. In the event self insurance is implemented, comparable benefits will be extended to survivors.

Section 5.5 – Health Insurance, When Benefit Available

The above health insurance shall be provided for all months that an employee is actively at work, and all periods of sick leave whether work related or not, and all periods of paid leave of absence. If an employee has exhausted sick leave benefits and his employment is not terminated, he shall be permitted to continue Group Blue Cross-Blue Shield coverage by paying the full cost of such coverage to the County Treasurer’s Office monthly.

Section 5.6 – Health Insurance, Dental

The County agrees to remit the amount of a dental insurance premium, 100% of which is to be paid by the employees desiring such coverage, to an insurance carrier designated by the Union, provided that: the entire cost of dental coverage is pay by the employees, without any County contribution whatsoever; minimum eligibility requirements of the insurance plan, if any, are met; the County assumes no responsibility for organizing, negotiating with the insurance carrier, and administration of the plan, the county’s obligation being limited solely to a payroll deduction and transmittal of funds; the Union agrees to provide the County Treasurer with such documentation and certification as may be reasonably required in order that the pay deductions and transmittal of funds may be properly accomplished.

Section 5.7 – Disability Insurance

The Employers shall purchase, at County expense, New York State Disability Insurance for all employees covered by this agreement. Such disability insurance shall provide coverage immediately for all employees who are on the payroll on the effective date of this agreement, and for persons who are employed after that date coverage will become effective on the date provided by such contract of insurance.
Section 5.8 – Disability Benefits, Pay Supplement

When an employee qualifies for payment of New York State Disability benefits for any day, the Employers will supplement the difference between such benefit and the employee’s regular daily pay for each such day paid for under the contract of insurance, in accordance with the following longevity schedule:

Disability:

- Over 15 years: 100% of full pay for 4 months; 80% of full pay for 2 months
- Over 10 years: 100% of full pay for 3 months; 80% of full pay for 3 months
- Over 5 years: 100% of full pay for 2 months; 80% of full pay for 4 months
- Under 5 years: 80% of full pay for 6 months

Section 5.9 – Disability, Self-Insurance Option

The County shall have the option of self-insuring the present disability insurance plan under which the employees represented by CSEA are now covered. If the County decides to self-insure such plan, it shall do so in accordance with the Worker’s Compensation Law and the rules and regulations promulgated from such law. Furthermore, the County shall guarantee that all benefits and protections granted employees under the law as well as the plan presently in effect shall continue in full force and effect. If the benefits under the law are increased or if any changes occur in the law covering disability which are advantageous to the employee, the County shall amend its self-insured plan to conform to such changes.

Section 5.10 – Disability Claims, Benefits and Disputes

The qualifications for and benefits of New York State Disability shall be as provided for in the contract of insurance or the rules and regulations of the self-insurance plan, which shall be provided to the Union. Disputes as to coverage shall not be a grievance under this agreement but shall be resolved as provided by law. The Employers’ obligation to pay the supplement to disability benefits shall rest on the outcome of the claim under the applicable laws and regulations, and will be payable only when and if such claim is paid. Employees receiving disability benefits under this Article shall not, during the time for which said benefits are paid, accrue paid leave of any type under this agreement, effective January 1, 1992. The parties understand that the necessary programming changes to effect this provision, and the prorating already established by Section 5.12 of the agreement, will be implemented effective January 1, 1992.
Section 5.11 – Workers’ Compensation

In addition to benefits provided under the New York Workers’ Compensation Law, Employer agrees to provide employees for injuries, as defined in said law, compensation in an amount equal to that provided for in the Worker’s Compensation Law, for time regularly scheduled but not worked, starting from the first day of work related injury or illness and continuing until the employee returns to work or receives statutory compensation benefits. Any benefits paid under this Article for time for which statutory compensation benefits are also paid shall be refunded to the Employer. No benefits under this Article will be paid in partial-day segments. The maximum compensation limits, as provided in the Worker’s Compensation Law, shall apply to compensation provided under this Article. It is understood that the employee’s sick leave will not be affected by this Article.

Section 5.12 – General Municipal Law 207-c Procedure

PART A – GENERAL PROVISIONS

Section 1 – Definitions

A. Applicant – Any member of the bargaining unit making application for benefits pursuant to Section 207-c of the General Municipal Law.

B. Sheriff – The individual lawfully holding the office of Sheriff of Ontario County.

C. 207 – Section 207-c of the General Municipal Law.

Section 2 – Construction, Separability, Compliance

A. This procedure shall not be construed to limit or repeal additional requirements imposed by statute or otherwise.

B. If any provisions of this procedure shall be held invalid in whole or in part or inapplicable to any person or situation, all other provisions thereof shall nevertheless remain fully effective and the application of any such provisions to other persons not similarly situated or other situations shall not be affected.

C. Failure of an applicant to comply with a lawful direction of the Sheriff issued by him in the administration of this procedure or Section 207, or failure of an applicant to provide the Sheriff with relevant information with respect to his investigation of the applicant’s claim shall be presumptive evidence of the applicant’s unwillingness to cooperate with the Sheriff in the processing of such applicant’s claim.
Section 3 – Notice

Any member of the bargaining unit who receives or has received benefits under General Municipal Law 207-c, and who commences an action against any party responsible for his injuries is required to give notice of the commencement of said action to the Sheriff.

PART B – APPLICATION FOR BENEFITS

Section 4

An application for 207-c benefits shall not be considered unless a written report has been filed with the Sheriff, within twenty four (24) hours of the incident, or as soon thereafter as practicable, claimed to have given rise to the claimed disability.

Section 5

Application for disability benefits for an applicant may be made by such applicant, the Sheriff, the Chief Corrections Officer, or some other person acting on behalf of and authorized by such applicant.

Section 6

An application shall be deemed “untimely” unless it is received within sixty (60) days from the date of the incident alleged to have given rise to the disability, or from the time such condition is discovered. The Sheriff may, in his discretion, excuse the failure to file the application within the sixty (60) day period upon a showing of good cause.

Section 7

The application must be made on the form provided by the Sheriff and must set forth fully: 1) the time and place where such incident occurred; 2) a detailed statement of the particulars thereof; 3) the nature and extent of the applicant’s injury; and 4) the alleged incapability; and 5) any other information requested on the application form provided by the Sheriff.

Section 8

After the filling of said application, such applicant shall submit to one or more medical examinations as may be directed by the Sheriff.

Section 9

The Sheriff shall have exclusive authority to initially determine the eligibility for benefits of all applicants under Section 207. He shall inquire into the facts of each application,
and to that end shall have full authority and power to: 1) employ experts and specialists; 2) require the attendance of the applicant and all other witnesses for testimony at any time upon reasonable notice; 3) require the applicant to sign forms for release of medical information with respect to the applicant; 4) require the production of all books, papers, documents and other records pertaining to such injury; and 5) do all that may be necessary or advisable in the processing of such applications.

Section 10

Pending the determination of any application, time off taken by the applicant and alleged to be attributable to the incident which gave rise to the claimed disability shall be charged to paid leave. After the exhaustion of applicant’s available paid leave, the Sheriff may, in his discretion, direct the payment of the applicant’s salary and wages pending a determination upon a showing of hardship, if the application, in his opinion, indicates a preliminary likelihood of eligibility. If the salary and wages are preliminarily deducted but there is a final determination of ineligibility, the monies paid to the applicant shall be refunded to and may be recovered by the County in a civil action, or deducted from the applicant’s paid leave, etc... If there is a final determination of eligibility, any paid leave charged pursuant to this Section will be restored to the applicant.

Section 11

After a determination is reached on the application, the Sheriff shall forthwith mail a written notice thereof to the applicant at the address specified in such application.

Section 12

If the determination is that the applicant is eligible for disability benefits under 207, then the applicant shall be so categorized, and pursuant thereto shall be reimbursed retroactively from the date upon which disability is first found. Such benefits shall continue so long as the application remains eligibly disabled or until otherwise terminated pursuant to law. Upon a determination of disability, Ontario County shall have all remedies available under the law.

Section 13

If the determination of the Sheriff is that the applicant is not eligible for such disability benefits, then at any time within twenty one (21) days after the mailing of such notice, the applicant or his counsel may serve a written demand on the Sheriff for a hearing and further evaluation of such application. After such hearing, the Sheriff shall make his decision setting forth the basis of such determination. A copy thereof shall be mailed to the applicant and his counsel, if any. Such decision shall be subject to review only as provided in Article 78 of the CPLR.
Section 14

In connection with the proceedings herein, the hearings shall be conducted in accordance with Article 3 of the State Administrative Procedure Act, except where expressly provided otherwise.

PART C – REVIEW OF DISABILITY, LIGHT DUTY

Section 15

If an individual receiving 207 disability benefits is not eligible for, or is not granted a New York State accidental or ordinary disability retirement and the Sheriff, after receiving an opinion from County physicians, or an opinion from the individual’s own doctor or any physician appointed for the purpose by the municipality, that the individual is unable to perform his regular duties as a result of such injury or sickness but is capable of performing specified types of light duty, determines that such individual is capable of such light duty assignment, the Sheriff shall order the individual to report for such available light duty at a certain date by mailing said notice to the individual at the address provided in the application.

Section 16

The Sheriff shall have the right to apply for accidental disability or ordinary disability retirement benefits from New York State under the Retirement and Social Security Law of New York, notwithstanding the applicant’s failure or refusal to do so.

Section 17

The Sheriff must provide for a hearing in the event that the individual disagrees with the determination with respect to the light duty assignment and requests a hearing. The Sheriff shall have the same power upon such hearing as upon an original application. After such hearing the Sheriff shall make his decision. A copy thereof shall be mailed to the individual and his counsel, if any. Such decision shall be subject to review only as provided in Article 78 of the CPLR.

Section 18

If an individual receiving 207 benefits refuses or fails to appear for available light duty assignment, contrary to the Sheriff’s orders, payment of the full amount of his regular salary or wages shall be discontinued as of the date specified in said order for the individual to return to work. If the individual is ultimately found incapable of performing light duty, the full amount of his regular salary or wages shall be reimbursed retroactive to said date of discontinuance. Pending a final determination, the individual may, at his option, use any available paid leave.
Section 19

A. The Sheriff is hereby authorized to make periodic reviews in the cases of members receiving disability benefits for the purpose of determining whether they continue to be entitled to disability benefits, and in furtherance thereof may take such action as is appropriate under the law.

B. The Sheriff is hereby authorized to review the cases of persons receiving benefits equivalent to those afforded pursuant to 207 prior to the enactment of this procedure where not actual finding of a casual relationship between the injury or sickness and the performance of his duties in the Sheriff’s department was ever made by a court or administrative body.

C. An individual who is receiving benefits under 207 shall notify the Sheriff in writing of a change in condition which enables him to return to normal duty or renders him available for light duty assignment within forty eight (48) hours of such change. A failure to so notify the Sheriff shall constitute grounds for terminating benefits under 207.

Section 20

If for any lawful reason, including but not limited to those mentioned in Part C herein, the Sheriff shall determine the recipient is not longer or was never eligible for 207 benefits, he shall terminate said benefits as of the date of ineligibility, except that as to reviews authorized under Section 18 (b) herein, said benefits shall only be terminated as of the date of determination of ineligibility. Said notice of termination and the reasons therefore shall be served by mail. If the individual disagrees with the determination of the Sheriff, he may serve upon the Sheriff within ten (10) days after the receipt of the notice, a notice of appeal and demand for a hearing to review the determination. After the service of such demand, the Sheriff shall forthwith schedule and hold a hearing upon such appeal at which time the individual may be represented by counsel. The Sheriff shall have the same power upon such hearing as upon an original application. After such hearing, the Sheriff shall make his final determination. A copy thereof shall be mailed to the applicant and his counsel, if any. Such final determination shall be subject to review only as provided in Article 78 of the CPLR.

PART D – PAYMENT FOR MEDICAL SERVICES

Section 21

No bills or claims for medical, hospital or other lawful remedial treatment rendered shall be paid unless the following procedure is complied with:

A. Except in the case of emergency or where authorized by the Sheriff or his designee, a member receiving disability benefits shall notify, in writing, the Sheriff before incurring any expense for medical services, hospitalization or other lawful remedial treatment alleged to be related to the disability.
B. On each bill or claim for such services, the person or persons rendering such services shall certify thereon that the services rendered were required as a consequence of the disability related incident.

C. Bills for drugs, appliances and other medical supplies will only be paid after a copy of the prescription by a doctor is filed with the Sheriff for the particular items billed stating thereon that the items supplied were required as a consequence of the injury or sickness upon which 207 claim is based.

Section 5.13 – Defense and Indemnification

The Employer will indemnify and defend employees in the unit for claims arising out of the employees’ performance of their duties, as required by Local Laws of Ontario County in 1977 and 1986, and any subsequent amendments thereto.

Section 5.14 – Retirement Plans

To the extent permitted by New York State Law, the employer shall provide New York State Retirement Plans 89b, 89b(m), 89p and 75l, as well as Section 41j, 341j, 60b, 360b, 41k and 341k, to all eligible employees covered by this contract.

Section 5.15 – Voluntary Physical Fitness Program

The employers shall obtain a total of twenty (20) single memberships at the Canandaigua YMCA, ten (10) single memberships at the Geneva YMCA, and two (2) single memberships at the Clifton Springs YMCA. These 32 memberships are for use by any members/employees of the Sheriff’s General Unit, the Sheriff’s Road Patrol Unit and the Sheriff’s Lieutenants’ Unit.  

The Sheriff will make a good faith attempt, subject to fund and contract availability, to provide an additional membership at the Victor YMCA.

The parties to review the memberships at the Clifton Springs YMCA, and consider replacing them with memberships at the Phelps Community Center.

ARTICLE VI
OTHER

Section 6.1 – Payroll Deduction, Dues and Insurance

A. The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction of dues and Union sponsored insurance benefit program

MOA 2-2001
MOA Contract Agreement 2005-2008
MOA Tentative Agreement dated 12/2/08
premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, on a payroll period basis. The Employer agrees to submit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, each payroll period a list itemizing the deductions of each employee.

B. The Employers further agree to deduct for all employees who on December 31, 1970, had and continue hereafter to have on file with the County Treasurer a written authorization permitting deduction of insurance premiums for the Personal Compensation Plan insured by Hanover Insurance Company, and to remit said premiums to the Company.

C. The Union hereby agrees to hold the Employers harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

Section 6.2 – Smoke Free Facilities

Effective November 1, 1997, all county buildings under the direct control of the Ontario County Sheriff, specifically the Ontario County Headquarters and Jail and the Hopewell Correctional Facility, shall be smoke free, and smoking shall be prohibited, except to the extent necessary to prevent findings of coercion during the interrogation of criminal suspects. The employers will make a good faith effort to provide a reasonable location outside county buildings for smoking, and will similarly attempt in good faith to provide smoking cessation assistance to all members desiring it, through Ontario County Public Health, the Employee Assistance Program, and/or such other resources as may be appropriate for the number of employees desiring such assistance. The parties agree that the Courthouse facility shall be smoke-free, provided that those employees desiring to smoke may use those areas where smoking boxes have been provided, and, in inclement weather, those areas under the entryway awnings of the Municipal Building. ¹³

Section 6.3 – Payroll Deduction, PEOPLE

The Employer agrees to deduct from the wages of any bargaining unit employee a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. ¹⁴

¹³ MOA 1-1999
¹⁴ MOA 4-2000
**Section 6.4 – Drug Free Workplace Act**

**DEFINITIONS**

ALCOHOL - the intoxicating agent in beverage alcohol, or: ethyl, methyl, or isopropyl alcohol.

CONTROLLED SUBSTANCE - marijuana, cocaine, amphetamines, phencyclidine, or opiates.

DRUG - controlled substance

MRO - Medical Review Officer, a licensed physician who reviews and interprets laboratory results relative to a drug-testing program.

TEST REFUSAL - Employees are prohibited from conduct that obstructs the testing process. Employees that engage in such conduct shall be considered to have refused to test.

**Policy**

The overall coordinator of this policy is the Ontario County Director of Human Resources. If you have questions concerning this policy contact your supervisor or the program coordinator.

This Collective Bargaining Agreement requires alcohol and drug testing of all unit members. To insure uniformity and fairness in this testing program the following policy and procedures will apply. The policy is intended to mirror the Federal Department of Transportation guidelines. Procedures and Protocol may change and evolve as the guidelines set forth by the Department of Transportation change.

**A. Alcohol Testing**

1. **Prohibitions**

   Any on duty function is prohibited under the following conditions:

   Reporting for duty or remaining on duty with a breath alcohol concentration of 0.02 percent or greater as indicated by an alcohol breath test.

   Reporting to work within four (4) hours after using alcohol.

   No employee required to take a post-accident alcohol test shall use alcohol for eight hours following the accident or until a post accident test is administered, whichever comes first.
2. **Required Tests:**

**Post-Accident**

Alcohol breath tests will be conducted under the following conditions:

a. All fatal accidents

b. Upon investigation it is determined that the Employee’s actions contributed to the accident.

Alcohol breath test will be conducted within eight (8) hours of the accident.

Employees are expected to remain available for testing. Failure to do so constitutes a refusal to test.

Employees may request legal counsel or CSEA representation.

For purposes of this rule an accident is defined as an incident involving vehicles or equipment (snowmobile, boat, jet ski, ATV) in which there is either a fatality, an injury requiring medical treatment away from the scene, or the vehicle or equipment is inoperable following the accident.

**Reasonable Suspicion**

Reasonable suspicion testing will be conducted when a trained supervisor observes behavior, speech, odor or appearance that is characteristic of alcohol misuse. Unless completely impractical, reasonable suspicion testing should done by Health Works or other contracted testing agency.

**Random Testing**

The annual percentage rate of alcohol testing will be 10%. Tests will be conducted on an unannounced basis, spread reasonably throughout the calendar year, and administered during an employee’s assigned shift.

**Return to Duty**

Return to duty testing will be conducted when an individual who has violated the prohibited alcohol conduct standards intends to return to work. An alcohol test with resulting concentration of less that 0.02% will be required prior to reassignment. An employee cannot be returned to duty until an evaluation has been completed by a substance abuse professional, and the rehabilitation recommendations complied with. During any period of treatment the employee will be eligible to discharge accumulated
annual leave. Once the individual returns to duty, at least six (6) unannounced follow up tests will be conducted during the twelve (12) month period following the return to duty date. This random follow up testing frequency may be increased by the substance abuse professional. The time required to comply with follow up testing requirements shall not be considered “on duty” time. Ontario County will pay all costs (with the exception of the employee’s time) for the unannounced follow up testing.

Test Refusal

Refusal to undergo any of the tests outlined above will be treated the same as a positive test.

3. Process for Random Selection

Employees will be randomly selected for testing from a self-contained pool of employees maintained by Health Works. The testing dates and times will be unannounced and with unpredictable frequency throughout the year.

4. Process for Alcohol Testing

Alcohol screening will be conducted using evidential breath testing devices (EBT). An initial screening test will first be administered, with any resulting alcohol concentration of less than 0.02% considered as a negative test. A confirmation test will be required for alcohol concentration of greater than 0.02%. A confirmation test result of greater than 0.02% will be considered to be a positive test.

5. Consequences of Alcohol Misuse

The intent of this program is to encourage employees to enter appropriate treatment before disciplinary action is required. Sheriff’s Employees of Ontario County, who engage in alcohol misuse in accordance with the testing procedures outlined above, shall be placed on disability leave or paid suspension and referred to counseling upon the first positive test. A second or subsequent positive test may lead to disciplinary action, in accordance with the provisions of the contract.

6. Confidentiality of Records

All employee alcohol-testing records are confidential and test results will only be released to the Ontario County Sheriff, Director of Human Resources, and the substance abuse professional. Any other release of information will only be allowed with the employee’s consent.

All dated records and notifications for verified positive test results will be maintained for a period of five years.
All dated records and notifications for negative test results will be maintained for a period of one year.

The records of any breath alcohol test results are maintained under strict confidentiality and will not be released without the specific written authorization of the tested individual. Results will be released however to Federal, State, or local officials with regulatory authority over the controlled substances program.

B. Drug Testing

1. Prohibitions

No employee shall report for duty or remain on duty if they have used any controlled substances (have evidence of controlled substances in their urine). The only exception is when use is under physician's order, documentation of such has been provided to the Ontario County Sheriff, and the Sheriff and the treating physician concur that the drug does not impair the individual's ability to perform their required duties.

2. Unauthorized Controlled Substance:

The following are prohibited controlled substances. Whenever drug testing is required all urine specimens will be analyzed for the following controlled substances:

a. Marijuana
b. Cocaine
c. Amphetamines
d. Opiates (including heroin)
e. Phencyclidine (PCP)

3. Required Tests:

Post-Accident - Controlled substances testing will be conducted under the following conditions:

a. All fatal accidents.
b. Upon investigation it is determined that the Employee’s actions contributed to the accident.

Controlled substances tests must be conducted within thirty-two (32) hours of the accident.
Employees are expected to remain available for testing. Failure to do so constitutes a refusal to test.

Employees may request legal counsel or CSEA representation. For purposes of this rule an accident is defined as an incident involving vehicles or equipment (snowmobile, boat, jet ski, ATV) in which there is either a fatality, an injury requiring medical treatment away from the scene, or the vehicle or equipment is inoperable following the accident.

**Reasonable Suspicion**

Reasonable suspicion testing will be conducted when a trained supervisor observes behavior, speech, odor, or appearance that is characteristic of controlled substance misuse. Belief that the employee has violated controlled substances prohibitions must be based upon specific and articulable observations.

**Random Testing**

The annual percentage rate of controlled substances testing will be 50%. Tests will be conducted on an unannounced basis, spread reasonably throughout the calendar year, and administered during an employee’s assigned shift. Employees selected for random controlled substances tests will proceed immediately to the testing site upon notification of being selected.

**Return to Duty**

Return to duty testing will be conducted when an individual who has violated the prohibited controlled substance conduct standards intends to return to work. A drug test with a verified negative result will be required prior to reassignment. An employee cannot be returned to duty until an evaluation has been completed by a substance abuse professional, and the rehabilitation recommendations complied with. During any period of treatment the employee will be eligible to discharge accumulated annual leave. Once the individual returns to duty, at least six (6) unannounced follow up tests will be conducted during the twelve (12) month period following the return to duty date. This random follow up testing frequency may be increased by the substance abuse professional. The time required to comply with follow up testing requirements shall not be considered “on duty” time. Ontario County will pay all costs (with the exception of the employee’s time) for the unannounced follow up testing.
Test Refusal

Refusal to undergo any of the tests outlined above will be treated the same as a positive test.

Process for Random Selection

Employees will be randomly selected for testing from a self-contained pool of employees maintained by Health Works. The testing dates and times will be unannounced and with unpredictable frequency throughout the year.

4. Process for Controlled Substances Testing

Drug testing is conducted by analyzing the employee’s urine specimen. Once it is provided in a location that affords privacy, specimens will be sealed and labeled to ensure an appropriate chain of custody, proper identification and integrity of the specimen.

Urine specimens will be divided into 2 containers, i.e. "primary" and "split" specimens. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the employee has 72 hours to request the split specimen be sent to another certified laboratory for analysis. Employees will become responsible for the cost of split sample testing if the test of the "split sample" is also positive. If the employee’s “primary” specimen is positive and a “split sample” test is conducted with a negative result, Ontario County will pay for the cost of the “split sample” test.

All drug tests will be reviewed and interpreted by a physician, i.e. a Medical Review Officer (MRO), before they are reported to Ontario County. The test will be evaluated in the light of all relevant information obtained, including the employee’s statement and documentation as to any currently prescribed medication currently being taken. The MRO will make reasonable attempts to contact the employee prior to reporting a positive test to the County.

5. Consequences of Positive Drug Test

The intent of this program is to encourage employees to enter appropriate treatment before disciplinary action is required. Sheriff’s Employees of Ontario County, who engage in prohibited controlled substances misuse in accordance with the testing procedures outlined above, shall be placed on disability leave or paid suspension and referred to counseling upon the
first positive test. A second or subsequent positive test may lead to disciplinary action, in accordance with the provisions of the contract.

6. Confidentiality of Records

All employee controlled substances testing records are confidential and test results will only be released to the Ontario County Sheriff, Director of Human Resources, and the substance abuse professional. Any other release of information will only be allowed with the employee’s consent.

All dated records and notifications for verified positive controlled substances test results will be maintained for a period of five years.

All dated records and notification for negative controlled substance test results will be maintained for a period of one year.

The records on any controlled substances test results are maintained under strict confidentiality and will not be released without the specific written authorization of the tested individual. Results will be released however to Federal, State, and local officials with regulatory authority over the controlled substances program.

D. Employee Testing Accommodation

It is recognized that employees selected for random testing as outlined above will have their normal work routine disrupted, and may have to re-schedule other important job functions in order to report for testing. To compensate employees for this disruption full time employees who are selected for testing shall receive an additional day off with pay credited to their vacation allotment. Such time off shall be scheduled and used following guidelines established for use of vacation time. Part time employees selected for random testing shall be paid at a rate of 1.5 times their regular pay rate for the entire shift they were scheduled to work when sent for testing. No Annual Leave or compensatory days can be denied to employees due to shortages in the workforce as a result of drug testing.

Section 6.5 – Nurses assigned to the Ontario County Jail

Effective at the commencement of the first payroll period following approval of the Board of Supervisors, the CSEA-represented nursing staff assigned to the Ontario County Jail shall be included in the Sheriff’s General Unit. The following titles shall be included:

Registered Professional Nurse
Nurse Practitioner
Typist, PT

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Cafeteria plan benefits, uniform allowance, on-call pay (§15.5), and hazardous duty pay (§21.5) and the procedures therefore shall continue to apply as set forth in the General County Unit contract for the transferred employees, and they shall retain any accrued annual leave. The Grievance Procedure of the General County Unit shall continue to apply to the transferred employees.

The work week shall increase to 40 hours, and base pay for each of the transferred employees shall increase proportionately as specified in Schedule A, 40 Hour Week, in the General County Unit contract.

There shall be no increase in benefits nor other modifications to the substantive terms and conditions previously applicable to the transferred employees, but otherwise all terms and conditions of the Sheriff’s General Unit Agreement shall apply, except that the Nursing Director, Correctional Facility, shall be excluded from the Sheriff’s General Unit under §8.2 of its agreement.

County agrees to undertake a review of grade placement of the transferred employees during 2008, and reassign to grades in the Sheriff’s General Unit Agreement if appropriate. The parties agree to meet and confer on any disputes arising out of the provisions of this transitional agreement, and further agree that this agreement is for the sole purpose of facilitating the transition of the subject employees and does not establish a precedent or practice for any purpose whatsoever.

ARTICLE VII
DISPUTES

Section 7.1 – Disciplinary Procedure

A. Notice of Proposed Disciplinary Action

All disciplinary actions will start with a written notice of proposed disciplinary action (NPDA). The NPDA shall specify the charges against the employee, the reasons for them, and the proposed penalty. A copy will be given to the Union.

If a written grievance isn’t filed, the penalty will be imposed. If a grievance is filed, no penalty will issue until the grievance procedure is completed.

B. Immediate Suspension, Grounds

An employee may be immediately suspended or fired when his continued presence on the job is a threat to the safety of his fellow officers or the public, or is so disruptive that normal operations are impaired. Such an employee, however, will receive an NPDA as soon as practicable, and shall be entitled to file a
grievance. Prior to any unpaid suspension, the employee shall have the
opportunity to appear with Union representative if so desired, before suspending
officer, and make any statements and offer any evidence relevant to the
suspension issue.

Section 7.2 - GRIEVANCE PROCEDURE

A. Grievance Defined

A grievance is a refusal to accept a proposed disciplinary action, or a
disagreement over the meaning or application of this contract.

A disagreement over the meaning or application of this contract shall not be
deemed to have occurred until the issue has been addressed, verbally or in
writing, between the employee and the lieutenant, or in the case of jail division
personnel, the chief corrections officers. In the event these superior officers
aren’t available or are otherwise unable to address the issue, the chief deputy shall
do so. Issues shall be presented to the appropriate superior officer as soon as
practicable, and in no event no later than ten (10) calendar days after the issue
first appears.

As used in this Article, the expression “five working days” shall refer to the
normal administrative working days of Monday through Friday.

A grievance shall be in writing, and shall specify the nature of the grievance, the
facts upon which it is based, the alleged wrongful act and harm done, and the
remedy or adjustment sought.

B. Grievance Step 1

An employee with a grievance has 5 working days after the claim arises to give it
in writing to the sheriff or undersheriff, who in turn has 5 working days to answer
the grievance in writing. The sheriff or undersheriff may hold a meeting with the
employee during that week to attempt to resolve the matter.

C. Grievance Step 2 – Arbitration

If the employee is not satisfied with the answer, he may take the case to
arbitration by so notifying the sheriff or undersheriff in writing not more than 5
working days after receiving the answer.

The sheriff or undersheriff shall arrange an arbitration hearing as soon as possible
by calling the first arbitrator on the alphabetically ordered panel. If he can’t
render a decision within two (2) weeks, the next arbitrator on the panel shall be
called, and so on, until the first available arbitrator is picked. Selection of an arbitrator for the next case will begin with the next arbitrator on the panel.

The arbitrator will set a date, mutually agreed upon by the parties, for a conference between the employee, the County, and the arbitrator, at which both sides of the dispute may submit evidence, call witnesses, and be represented by counsel. Then, the arbitrator shall issue a written decision on the matter submitted to him not more than two (2) weeks after being assigned the case. The decision shall be final and binding. But, the arbitrator does not have the power to modify this contract.

Half of the arbitrator’s fee shall be paid by the County, and the other half by the employee.

D. Grievance Procedure, Exclusions and Waiver

As it relates to discipline, this procedure does not apply to probationary or provisional employees. It is intended to replace Civil Service Law Sections 75 and 76 and any rights under those sections which said employees may have are hereby waived.

E. Grievance Procedure, Time Limits and Representation

The time limits in this procedure are binding, and a failure by either side to meet them will result in the grievance’s being settled on the last position of the other party.

The time limits may be extended by mutual agreement. An employee may be represented by the Union or by counsel at any meetings, hearings, or proceedings under this section.

F. Arbitrators

Arbitrators for the term of this contract shall be selected from a permanent panel, mutually agreed upon by the parties, of individuals with hearing management, criminal justice, and law enforcement experience, and a list shall be initialed by the parties and attached to this agreement as soon as possible. If a vacancy occurs in the panel of arbitrators, the Union and the County will select an alternate as soon as possible.

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ARTICLE VIII
DEFINITIONS

Section 8.1 – Management Rights

The Employers retain the sole right to manage their business and services and to direct the working force, including the right to decide the number and location of their business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating their business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of their business or in supplying their services to determine whether and to what extent the work required in operating their business and supplying their services shall be performed by employees covered by this agreement; to maintain order and efficiency in the departments and all its operations, including the sole right to discipline, suspend and discharge employees for cause; to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this agreement, or provided by law. The above rights of the Employers are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employers. Any and all the rights, powers and authority to Employer had prior to entering this agreement are retained by the Employers, except as expressly and specifically abridged, delegated, granted or modified by this agreement.

Section 8.2 – Bargaining Unit Definition

The Employers recognize the Union as the exclusive negotiating agent of all full-time employees, and all regularly scheduled part-time employees within the same titles in the Ontario County Sheriff’s Department, except the sheriff, undersheriff, chief deputy sheriff, lieutenants, chief correction officer, chief dispatcher, nursing director correctional facility, senior stenographer/secretary to sheriff, county police officers, county police sergeants, investigators, seasonal employees, and all new titles which may be created in the department during the term of this agreement which either report directly to the sheriff, undersheriff, or chief deputy, or are above the rank of sergeant. chief dispatcher

Section 8.3 – Seasonal Employees

For purposes of this agreement, a seasonal employee shall be defined as an employee hired for any number of hours of work per week, but whose total employment period will not exceed six (6) consecutive calendar months.

Section 8.4 – Part-Time Employees

Part-time employees shall be defined as employees who are regularly scheduled to work twenty (20) hours or less per calendar week. The benefits extended to part time
employees by this agreement shall not extend to any persons who are full time county employees and, as such, members of any other county bargaining unit.

All part time employees shall be included in the grade and step charts and shall receive pro rated longevity pay. All S schedule clerical employees and the photographer PT shall receive annual leave consistent with that provided to comparable titles in the General County Unit, CSEA. All part-time employees shall receive pro rated educational stipends for which they qualify.

Section 8.5 – Labor Management Committee

The Sheriff and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations shall jointly maintain and support a labor-management Committee. The Committee will meet at least once per month or whenever necessary, except as mutually agreed.

Section 8.6 – Term

This contract shall be effective on January 1, 2009, and shall continue in full force and effect until Midnight, December 31, 2011.

COUNTY OF ONTARIO

By: ________________________________
Theodore M. Fafinski, Chairman, Board of Supervisors

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:

On the day of , 2009, before me came THEODORE M. FAFINSKI, to me known, did depose and say that he resides in the Town of Farmington, County of Ontario, New York; that he is the Chairman of the Board of Supervisors of the County of Ontario, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed by order of the Board of Supervisors of said corporation, and that he signed his name thereto by said order.

____________________________________
NOTARY PUBLIC

17 MOA 1-2003
By: Philip C. Povero, Sheriff

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:

On the day of __________, 2009, before me came PHILIP C. POVERO, to me known and known to me to be the Sheriff of Ontario County, the individual described in, and who executed, the foregoing instrument, and he acknowledged to me that he executed, the foregoing instrument, and he acknowledged to me that he executed the same.

______________________________________________
NOTARY PUBLIC

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

By: Michael Blazey, President, Ontario County Sheriff's Unit, CSEA

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:

On the day of __________, 2009, before me came MICHAEL BLAZEY, to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and he acknowledged to me that he executed the same.

______________________________________________
NOTARY PUBLIC
By:  
Robert L. Leonard, Labor Relations Specialist, CSEA

STATE OF NEW YORK)  
COUNTY OF ONTARIO) SS.:  

On the day of , 2009, before me came ROBERT L. LEONARD, to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and he acknowledged to me that he executed the same.

NOTARY PUBLIC

OCSO Gen’l Unit 09-11.contractDRAFT.doc
SCHEDULE A
BOARD OF SUPERVISORS
TUITION REIMBURSEMENT PLAN

POLICY

Full-time permanent managerial/confidential employees, or full-time employees in the CSEA Bargaining Unit and the Sheriff’s Bargaining Units are entitled to the benefit of Ontario County’s Tuition Reimbursement Plan. Temporary employees are not eligible to participate unless they hold a position for a promoted employee.

To be eligible for reimbursement, the applicant must be a full-time employee at the time of registration, and through the course completion date.

The County will reimburse managerial/confidential employees, and members of the Sheriff’s Bargaining Units and the CSEA Bargaining Unit 75% of tuition cost, not to exceed $3,200 annually. The $3,200 reimbursement amount will apply to the cost of tuition, registration fees, and lab fees. Courses approved for study will:

- Help the employee in his/her present position, or a position of advancement in another County department.
- Result in a degree, diploma, or certificate directly related to employment opportunities in the County.

The County recognizes that employees may wish to pursue an accelerated Bachelors or Masters Degree program rather than the more traditional degree program. These programs are typically spread over 12 to 18 months, and completed during two calendar years due to the program start/end dates. An employee may opt to enroll in this type of program, subject to the same approval/completion requirements. Employees who enroll and successfully complete an accelerated program of study will be eligible for reimbursement of up to $6,400 per program, providing that the $6,400 does not exceed the 75% cap for approved expenses, and that no more than $3,200 is reimbursed to the employee annually. Employees in this type of program will be required to show proof of payment/completion grade by module as they work through the course of study. This provision will allow for monitoring of the employee’s progress, and also that adequate funding is included in the County budget.

Upon successful completion of the course (“C” grade or better for undergraduate courses, “B” or better for graduate courses, and a “P” for pass/fail courses), the employee will submit a copy of the grade and course payment receipt to the Department of Human Resources for reimbursement.
The County will provide reimbursement for courses taken in a classroom setting, or online, at public or private non-profit schools accredited by the State of New York, and correspondence schools where no comparable classroom course is available.

If an individual is forced to discontinue an approved course because of an unforeseen change in work schedule initiated by the department, the individual will be reimbursed for the full amount of out-of-pocket costs for tuition and direct school expenses. Such reimbursement is subject to the approval of the Department Head.

The County will not provide reimbursement for courses taken for general enrichment or if courses are unsuccessfully completed.

Reimbursement checks will be personally delivered by the Department Head.

**CONDITIONS**

Prior to approval of tuition reimbursement expenses, all parties involved should be confident that the course or degree will be directly useful in the individual’s work, or be used to advance to a position in another County department. While individuals should be encouraged to advance their education, no pressure to do so should be exerted by a supervisor. Outside study must be largely self-initiated.

The taking of courses outside normal working hours generally meets the needs of the individual and the department. However, there are conditions noted below where an employee could take a specific course during regular working hours. If such an arrangement is made, the employee’s work schedule should be revised to assure that the employee still works a normal workday. If the course the employee wishes to enroll in is also available in the evening, the employee should be encouraged to participate in the evening class.

**Designated Courses**

A designated course is one in which an individual is asked to attend as a part of his or her job. Individuals may be designated in the interest of fulfilling the needs of the department for trained personnel when on-the-job training or department-conducted training programs are not available.

Individuals attending designated courses may be absent from work for this purpose and will be paid for the time involved subject to the approval of the Department Head.

**Degree, Diploma or Certificate Courses**

Courses which are required in an approved degree, diploma, or certificate program may be taken by an individual during working hours provided the following conditions are satisfied:
Course is offered only in a day school program – not available evenings or weekends. (Most of the courses required in a degree, diploma, or certificate program are available in the evening and should, insofar as possible, be completed before requesting enrollment in a course available only during working hours. It is not expected that the first or second course an individual takes in a degree, diploma, or certificate program would be taken during working hours. When it becomes necessary to take a degree, diploma, or certificate course during working hours, only one course per term should be approved.)

At least seventy-five percent of the required courses must be taken by the individual on his or her own time.

Operating conditions of the department allow the individual to be absent from the job, and the absence is approved by the Department Head.

This is a contractually mandated item, however, it does not mean that all requested courses should be approved.

Reimbursement is based on tuition and other direct school charges such as laboratory and registration fees. It does not include items which become the individual's property such as textbooks, materials, and equipment, nor does it include laboratory breakage fees, student organization dues, parking fees, late payment fees, finance charges on time payment plans, and other similar costs.

For correspondence courses, the advertised or stated cost may include materials, books, or required equipment. These costs must be separated from tuition cost to determine the amount of reimbursement. Because the total cost is generally payable to the school in advance, the individual should be advised of the amount of reimbursement to which he will be entitled upon successful completion of the course. It is important that individuals not sign any agreement with school representatives until the plans have been reviewed and approved by the Department Head.

It should be understood by the employee that no commitment is implied relative to promotion or transfer upon the completion of any course or program. Approval of an application does not necessarily indicate a job opportunity in a specific field.

Care should be exercised to avoid an unreasonable academic burden. Continued acceptable performance on the job while pursuing an education program is essential. Generally the number of courses approved at any one time will depend upon:

How successfully the individual has met job responsibilities and completed course work in the past, and how well the individual is likely to perform current and projected job responsibilities, and carry out the proposed academic schedule.
PROCEDURE:

Employees eligible for tuition reimbursement must obtain prior written approval before enrolling in a course. A tuition reimbursement request form must be completed by the employee requesting tuition reimbursement, approved by the respective department head, and then forwarded to the Department of Human Resources. In the case of a department head requesting tuition reimbursement, approval must be given by the County Administrator. In the case of the County Administrator requesting tuition reimbursement, approval must be given by the Chairman of the Board of Supervisors.

The employee will be responsible for providing written justification to the department supervisor including course description and narrative to show how the particular course(s) directly relates to the job, or otherwise meets the established criteria of the basic policy.

Elective type courses may, and should be, approved for reimbursement if the employee is enrolled in a degree program deemed directly related to their current position, or to a position in the County to which they would like to advance. Most colleges and/or universities will provide verification that a student is in “matriculated status”, in other words, enrolled in a program leading to a specific degree as opposed to taking courses independently for general enrichment.

Approval or disapproval of a tuition reimbursement request will be made independently, per request, as it relates to the individual’s job duties. This will mean that some individuals will receive course approval for the same courses denied for others.

What will be critical is the feedback an employee receives when a course is denied. Such feedback is critical to the acceptance of the program. Persons in the Bargaining Unit may seek review of a disapproval.

In keeping with the established practice to provide assistance while eliminating the possibility of students being reimbursed in excess of actual costs, supervisors or Department Heads should ask employees at the time of approval if tuition reimbursement is available from other sources. If so, the employee should be advised at the time of approval that reimbursement from all sources may not exceed 100% of the actual cost. For example, if an individual takes a course costing $365 and receives $250 in veteran’s benefits from the Federal Government, the County would reimburse the difference up to $115 as long as it does not exceed the 75% approved tuition reimbursement rate.

Tuition Reimbursement will be budgeted by the Department of Human Resources. Tuition reimbursement requests, once approved, will be forwarded to the Department of Human Resources to be entered into the financial system as a purchase requisition. This procedure will earmark the funds for reimbursement once the course(s) is successfully completed.
The Department of Human Resources will forward the Manager of Audit a signed copy of the tuition reimbursement request form with the purchase order number written at the top right hand corner of the form.

Upon completion of the pre-approved course, a copy of the payment receipt and the official course grade should be forwarded to the Department of Human Resources for payment. Human Resources will send a copy of the grade and receipt to the Manager of Audit.

If an individual is forced to discontinue an approved course because of an unforeseen change in work schedule initiated by the department, the individual will be reimbursed for the full amount of out-of-pocket costs for tuition and direct school expenses. Some schools have a partial refund schedule based on the date of discontinuance of study. Therefore, reimbursement would be reduced by the amount of refund made by the school.

In some cases, depending on how much of the academic work has been completed, the individual may be able to arrange through the instructor to finish the course successfully through special assignment. This possibility should be fully explored by the individual at the time the formal course work has to be discontinued.

Successful completion of a course under the tuition reimbursement program should be noted in the employee’s personnel file.

**DENIALS**

“Challenge Tests” are not considered reimbursable under the County’s Tuition Reimbursement Plan because they are used to determine how knowledgeable a person already is in a given area and do not provide for additional learning. If an employee wishes to take a challenge test, he will do so at his own expense.

Supervisors/Department Heads may feel it is advisable to propose conservative alternatives for employee development, which they feel they could approve. When in doubt on approval or disapproval, a supervisory person should request a copy of the written course description and compare it to the requesting employee’s duties statement.

Persons in the Bargaining Unit may seek review of a disapproval be filing a Step 3 grievance. Managerial/confidential employees may seek review of disapproval through the normal chain of command to the County Administrator.

**REFERENCE**

Questions pertaining to the Tuition Reimbursement Plan should be referred to the Director of Human Resources. However, Department Heads have sole authority, subject to review by the County Administrator, to decide eligibility for department personnel for participation in the Tuition Reimbursement Program.