Contract Database Metadata Elements

Title: **Ontario, County of and Ontario County Sheriff and Ontario County Lieutenants Unit, CSEA, Local 1000 AFSCME, AFL-CIO, Ontario County Local 835 (2005) (MOA)**

Employer Name: **Ontario, County of and Ontario County Sheriff**

Union: **Ontario County Lieutenants Unit, CSEA, AFSCME, AFL-CIO**

Local: **Ontario County Local 835, 1000**

Effective Date: **01/01/05**

Expiration Date: **12/31/08**

PERB ID Number: **8822**

Unit Size: 

Number of Pages: **6**

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL, AND THAT THIS AGREEMENT IS SUBJECT TO RATIFICATION BY THE UNION.

RECOGNITION AND UNION SECURITY

The employers hereby recognize the Ontario County Sheriff’s Lieutenants’ Unit, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, as the exclusive negotiating agent of all Lieutenants in the Criminal Investigation Division, Road Patrol Division, and Corrections Division of the Office of Sheriff. The Employers agree to deduct, biweekly or simultaneously with each payroll period, from the pay of each employee covered by this agreement an amount of money in payment of uniform dues in the Union and any insurance premiums under a Union operated insurance plan for those employees who have authorized in writing such deductions by the Employers. The Employers further agree to transmit said deductions to the Union monthly at 143 Washington Avenue, Albany, New York 12210. The Union holds the Employers harmless for any and all damages they may sustain as a result of making the payroll deductions required herein.

MISSION

The Civil Service Employees' Association, 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:

I. 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.
II. THE CONSTITUTION AND LAWS - 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.

III. 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.

IV. 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.

V. 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.

VI. 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.

WORK

Lieutenants shall work those hours required to accomplish the mission of the department.

COMPENSATION

Salaries for Criminal Investigation, County Police Lieutenants and Corrections Lieutenants for the term of this agreement shall be as specified in Schedule A, attached hereto, which provides for annual increases of 2, 3, 4 and 4%, and for a new entry level rate for lieutenants.
SHIFT OFFSET STIPEND - Lieutenants regularly assigned by the Sheriff to an afternoon or evening shift corresponding to other Sheriff's units shall receive an annual stipend of $2000 paid proportionally over 26 annual pay periods. Said allowance shall increase to $2,500 effective January 1, 2006.

COMMAND ALLOWANCE - It is recognized that Lieutenants serve as commanding officers and may frequently be called upon to work irregular hours beyond the regular schedule to provide leadership to subordinates. In consideration of these efforts, Lieutenants shall receive an annual command allowance stipend spread proportionally over 26 payroll periods of $3,250 in 2005, $3,500 in 2006, $4,000 in 2007, and $4,250 in 2008.

SHERIFF’S DISCRETIONARY LEAVE - In recognition that Lieutenants are often called upon to work as field or incident commanders without regard to schedule or shift, the Sheriff is authorized to approve up to five paid days off, per year, when in his judgment compensatory time for the performance of management duties is justified. Such time shall be granted solely at the discretion of the Sheriff, whose decisions shall be final and not subject to the grievance procedure.

PUBLIC HOLIDAY COMMAND STIPEND - It is recognized that the schedule of a Lieutenant is determined by the Sheriff and the demands of the public. In consideration of the fact that Lieutenants may be frequently called out or remain available for command assignments on holidays, Lieutenants shall receive holiday compensation in a manner similar to that paid to sergeants.

ADVANCED EDUCATION STIPEND - Lieutenants who hold or earn degrees from accredited colleges or universities shall receive additional annual compensation added to base pay according to the following schedule:

<table>
<thead>
<tr>
<th>Degree</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associates Degree</td>
<td>250</td>
</tr>
<tr>
<td>Bachelors Degree</td>
<td>500</td>
</tr>
<tr>
<td>Masters Degree 30</td>
<td>1000</td>
</tr>
<tr>
<td>Masters Degree 60 or beyond</td>
<td>1500</td>
</tr>
</tbody>
</table>

LONGEVITY PAY - Lieutenants shall receive longevity pay in the amounts of $250 for 10 years' service; $500 for 15; $750 for 20; and $1000 for 25 years’ service, all to be paid over 26 payrolls in the same manner as other units in the Office of the Sheriff.

CID CLOTHING - The Lieutenant assigned by the Sheriff to the Criminal Investigation Division shall receive $650.00 per year, by separate payroll check, commencing upon the execution of this agreement and thereafter on or before the last payroll in March of each year.
DRUG FREE WORKPLACE ACT - Lieutenants shall participate in the Drug Free Workplace Act program of the bargaining unit they supervise, under the terms and conditions of the applicable collective bargaining agreement.

PHYSICAL FITNESS INCENTIVE PLAN - Lieutenants may participate in the Physical Fitness Incentive Plan of the bargaining unit they supervise, under the terms and conditions of the applicable collective bargaining agreement.

DEFERRED COMPENSATION MATCHING 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, for all unit members. Vesting shall occur upon membership in this program. In the event matching contributions are not made on January 1, 2006, the employers will provide up to 1% in cash on the same terms.

MANAGEMENT BENEFITS - Lieutenants shall enjoy all benefits received by other management personnel (at the time this agreement is ratified) of Ontario County at the same levels including: Annual Leave, Health Insurance (Cafeteria Plan, with employer contribution levels to be identical to those established for the Ontario County General Unit, CSEA, for the years 2005-2008, Tuition Reimbursement, and other benefits stipulated in Resolution 468-95, entitled "General Policies for Full-Time Managerial or Confidential Employees Of Ontario County Excepting Elected Officials And Rescinding All Previous Resolutions, As Amended" which resolution is hereby incorporated into this agreement. However, claims under General Municipal Law 207-c shall be processed as provided by the agreements in effect with the Road Patrol and General Sheriff's Units, CSEA.

GRIEVANCES

A grievance is a disagreement over the meaning or application of this contract. Any such disagreement shall first be discussed with the Chief Deputy or Chief Corrections Officer. If not resolved, the Lieutenant may present the matter to the Sheriff. If not resolved, the Lieutenant may present the matter to the Personnel Committee of the Board of supervisors, and the Sheriff, whose joint decision shall be final.

RIGHTS RESERVED

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 of rights which belong to 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.

TERM - This agreement shall take effect January 1, 2005, and shall be retroactive thereto, except as herein provided. It shall expire on December 31, 2008. The terms and conditions herein shall apply to all members of the unit for the pay periods they are actually in the service of the employers.

COUNTY OF ONTARIO

By: Carmen Orlando, Chairman
Board of Supervisors

By: Philip C. Povero, Sheriff

CIVIL SERVICE EMPLOYEES ASSOCIATION

By: Ronald P. O’Brien, President
Ontario County Sheriffs Unit, CSEA

By: Robert L. Leonard
Labor Relations Specialist, CSEA
STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:

On the ______ day of _____________, 2005, before me came CARMEN ORLANDO, to me known, did depose and say that he resides in the Town of Phelps, 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.

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Notary Public

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

On the _____ day of _____________, 2005, 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.

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Notary Public

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

On the ___ of _____________, 2005, before me came RONALD P. O’BRIEN, 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.

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Notary Public

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

On the ___ of ____________, 2005, 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.

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Notary Public