Title: Montgomery County Sheriff and Montgomery County Sheriff’s Corrections Unit, International Brotherhood of Teamsters, Local 294 (2009)

Employer Name: Montgomery County Sheriff

Union: Montgomery County Sheriff’s Corrections Unit, International Brotherhood of Teamsters

Local: Local 294

Effective Date: 01/01/09

Expiration Date: 12/31/12

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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE COUNTY OF MONTGOMERY,

THE MONTGOMERY COUNTY SHERIFF

AND

THE MONTGOMERY SHERIFF’S CORRECTIONS UNIT
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 294

JANUARY 1, 2009 – DECEMBER 31, 2012

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AGREEMENT made effective, and retroactive to the 1st day of January, 2009, and entered into on the 2 day of December, 2009, by and between

THE COUNTY OF MONTGOMERY, a municipal corporation of the State of New York, with offices in the County Office Building, Fonda, New York, a co-employer, hereinafter referred to as the "COUNTY" and,

THE SHERIFF OF MONTGOMERY COUNTY, a duly elected office-holder of the said County with offices located in Glen, New York, a co-employer, hereinafter referred to as the "SHERIFF" and,

MONTGOMERY SHERIFF'S CORRECTIONS UNIT, International Brotherhood of Teamsters, Local 294, hereinafter referred to as "MCSCUIBT."

MCSCUIBT

WITNESSETH:

WHEREAS, the parties hereto desire to cooperate in establishing a basic understanding as to the employment relations which may arise within the sphere of collective bargaining and to peacefully settle all disputes which may possibly come under this Agreement.

NOW, therefore in consideration of the mutual covenants herein contained, the COUNTY, the SHERIFF, and the MCSCUIBT agree as follows:

ARTICLE 1
RECOGNITION

Section 1. The COUNTY and SHERIFF recognize the MCSCUIBT as the sole and exclusive bargaining agent of employees covered by this Agreement and recognize the Chief Steward and his representatives for the purpose of settling grievances and negotiations.
Section 2. This Agreement shall apply to and cover all full-time employees as set forth in Appendix A.

ARTICLE 2
REPRESENTATION

Section 1. The MCSCUIBT shall have not more than one steward and one alternate per shift.

Section 2. The COUNTY and the SHERIFF shall not interfere with, hinder or influence the selection or designation of the steward body or the administration of the MCSCUIBT business.

Section 3. The Local Union will provide the COUNTY and SHERIFF, in writing, on January 15th of each year of the contract, if changes occur, a list of names of the Officers who are authorized to act on behalf of the MCSCUIBT. When changes occur, the Local Union shall provide notification within fifteen (15) days. The failure to notify the COUNTY and the SHERIFF as required herein will result in the denial of union leave for any employee whose name has not been provided to the COUNTY and the SHERIFF.

Section 4. No one shall be eligible to serve as a steward unless he or she is a full-time employee employed by the SHERIFF.

Section 5. The COUNTY and the SHERIFF shall direct all of their communications pertaining to negotiations and representation to the Chief Steward.

Section 6. The MCSCUIBT Grievance Committee shall be comprised of the steward(s).

Section 7. Upon the signing of this Agreement, the SHERIFF shall furnish the Chief
Section 8. The SHERIFF shall notify the Chief Steward of any new employees who are hired. Under no circumstances shall the SHERIFF be obligated to furnish the name or names of any new employee who is engaged in any covert operation or investigation or about to become engaged in such an operation.

Section 9. The SHERIFF shall notify the union and local union whenever an employee is to be disciplined pursuant to the provisions of the Collective Bargaining Agreement.

ARTICLE 3
ASSOCIATION RIGHTS

Section 1. There shall be an aggregate total of twenty (20) days with pay for duly elected or appointed delegates to attend State Conventions or state business of a statewide organization with which they are affiliated. The Union shall provide to the SHERIFF a copy of the meeting notice or meeting agenda with the request for time off.

Section 2. The COUNTY and SHERIFF recognize the right of the MCSCUIBT to designate representatives of the MCSCUIBT to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to visit MCSCUIBT members with the approval of the SHERIFF. The approval shall not be unreasonably denied.

Section 3. Stewards who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted to have a reasonable amount of time, subject to the approval of the SHERIFF, free from their regular
duties to fulfill these obligations, which have as their purposes the maintenance of harmonious and cooperative relations between the employer and the employee and the uninterrupted operation of Government. The approval of the SHERIFF shall not be unreasonably denied.

Section 4. MCSCUIBT shall have the right to post notices and communications on their bulletin board maintained on the premises and facilities of the SHERIFF provided that such notices shall pertain to lawful MCSCUIBT business only.

Section 5. The COUNTY agrees to institute a payroll deduction for any employee who wishes to elect to receive disability insurance under the union sponsored disability insurance policy.

ARTICLE 4
DUES COLLECTION

Section 1. MCSCUIBT shall have the exclusive right to payroll, dues deduction and agency fee deductions.

Section 2. The COUNTY shall deduct from the wages of the MCSCUIBT members and remit to MCSCUIBT any amount for those members who signed authorizations cards permitting such payroll deductions.

Section 3. Deductions shall be made uniformly and consistently on each pay day of the month. Funds thus collected shall be transmitted to the Treasurer of the Teamsters Local 294.

Section 4. Deductions authorized by any member shall continue as so authorized unless and until such members notify the COUNTY of their desire to discontinue or to change such authorization in writing. Notification of discontinuance of deductions shall be in writing
in triplicate and signed by the member and one copy submitted to the County Personnel Office. One copy shall be forwarded to the Treasurer of Teamsters Local 294 and one copy shall be retained by the member.

Section 5. The MCSCUIBT assumes responsibility for the disposition of such funds so deducted once they are turned over to the MCSCUIBT.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. The management and conduct of the business of the Montgomery County Sheriff's Office and the direction of its working force are the right of the SHERIFF. The SHERIFF, subject to the terms contained herein, maintains the exclusive right to hire, lay-off, suspend, discipline or discharge for just cause, to assign jobs, to increase and decrease the work force, to establish standards and promulgate departmental rules, and regulations and procedures, to determine work to be accomplished, the number of personnel assigned, the scheduling of operations and the right to assign overtime.

Section 2. The SHERIFF further has the exclusive and sole right to direct the color, quality of material, and accountability of funds used therefore of all uniforms worn and equipment used by employees.

Section 3. Each full-time employee shall receive a physical examination each year as scheduled by the SHERIFF by a doctor designated by the SHERIFF, at the SHERIFF'S expense, which examination shall include a cardiac stress test, which test will only be administered when medically necessary.

Section 4. There shall be an annual review of the psychological fitness of each
employee by the Sheriff's Office. Where, in the SHERIFF'S judgment, the annual review identifies a serious problem, or if a serious problem arises in the period between reviews, the employee shall be required to undergo a complete psychological recertification. The SHERIFF shall explain to the employee in writing, the reasons for requiring the recertification, which shall become part of the employee's medical record, which shall be conducted in compliance with Section 72 of the Civil Service Law. The psychological testing shall be administered internally within the confines of the SHERIFF'S office. Any disciplinary or discharge action resulting from a psychological recertification must be administered consistent with the provisions of this agreement.

Section 5. Employees who hold law enforcement positions or security positions with other agencies and jurisdictions do so on their own volition and when so working are not acting within the scope of their employment with the Montgomery County Sheriff's Office and the County and SHERIFF are not liable for their conduct when so employed. Montgomery County will not be responsible for providing General Municipal Law Section 207-c benefits for injuries incurred while the employee is working for an employer other than Montgomery County. While working for an employer other than Montgomery County, the employee may not use any County owned equipment.

ARTICLE 6
COMPENSATION

Section 1.

a. The salary schedules for the term of this Agreement are annexed as Appendix "B." The salary schedules will reflect the following:
Effective January 1, 2009, the base salary shall be increased by 3.00%.

Effective January 1, 2010, the base salary shall be increased by 3.00%.

Effective January 1, 2011, the base salary shall be increased by 3.00%

Effective January 1, 2012, the base salary shall be increased by 3.00%.

b. Retroactive pay shall be made to those employees on the payroll as of ratification by the Montgomery County Board of Supervisors.

Section 2. There shall be a ten percent (10%) shift differential for all hours actually worked between 4:00 p.m. and 8:00 a.m. Shift differential shall not be paid to employees who are absent from work on sick leave, General Municipal Law Section 207, disability, Workers' Compensation.

Section 3. Increment/Longevity System

An employee will be eligible for increment/longevity on the anniversary of the completed year as provided in the salary schedules annexed hereto as Appendix "B."

Section 4. Paychecks shall be issued on Fridays.

ARTICLE 7
UNIFORMS

The SHERIFF agrees to provide at his cost and expense all uniforms needed by employees. The ownership of all uniforms provided by the SHERIFF shall remain with the SHERIFF. Uniforms shall be provided pursuant to a regular system to be fairly and equitably administered under the direction of the SHERIFF. The SHERIFF shall provide the Union with a list of uniform items which are provided.
ARTICLE 8
WORK DAY AND WORK WEEK

Section 1. The basic work week shall consist of forty (40) hours which shall be divided into five (5) work days of eight (8) hours each day. During each eight (8) hour work day, every Correction Officer shall be entitled to a one-half hour meal break, which meal break shall not be interrupted unless in case of extreme emergency. In the event that an employee is required to attend training or assigned to transportation detail, the employee's work schedule may be temporarily changed provided that both the employee and the SHERIFF agree to the change.

Section 2. Overtime at the rate of one and one-half (1 ½) times the employee's regular rate of pay shall be paid for those hours authorized and worked beyond forty (40) hours in any one work week. In computing the work week for overtime purposes, holidays (worked or not worked) as defined in Article 10 and authorized vacation days shall be considered as time worked.

ARTICLE 9
TENURE AND SENIORITY

Section 1. There shall be a probationary period as provided for in the Montgomery County Civil Service Rules and Regulations. During such period said employees shall be provided with the mandated training required to properly function in his or her work assignment, and upon completion of said period, said employee shall receive tenured seniority. After this probationary period, these employees shall be accorded the same rights as tenured seniority corrections officers as the departmental rules and regulations relate to removal and/or suspension.
Section 2. In making any layoff or reduction in work force and recall, the applicable provisions of Rule 24 of the Montgomery County Civil Service Rules and Regulations and Civil Service Law Section 81.

Section 3. The employee's level of seniority shall be determined by the length of his or her period of employment as a full-time employee of Montgomery County. A full-time correction officer who was hired prior to June 6, 1995, who was previously employed as a part-time correction officer shall be given credit in determining his level of seniority for longevity and vacation accrual purposes only, for each hour worked as a part-time correction officer. A full-time correction officer hired on or after June 6, 1995, who was previously employed as a part-time correction officer shall be given credit in determining his level of seniority for longevity purposes only, for each hour worked as a part-time correction officer.

### ARTICLE 10
### HOLIDAYS

Section 1. Bargaining unit members shall be credited on the first day of each month with one (1) day off with pay in lieu of holidays. Each employee may carry forward up to three (3) holidays. Any holidays in excess of three (3) must be taken off within the month credited, unless there is an emergency or unforeseen circumstance beyond control of the SHERIFF. Holidays can be used in one-half (1/2) day or full day increments only. Commencing January 1, 2007, employees shall earn two holidays in January and one each month thereafter for a total of thirteen (13) holidays per year.

Section 2. If an employee is scheduled to work the day immediately before and after
a holiday, the employee must work such day or days in order to receive holiday pay, unless the employee is on vacation or can show proof of illness.

Section 3. Employees who work on Christmas Day (actual day), Thanksgiving Day and New Year's Day shall be paid time and one-half (1 1/2) plus an in-lieu day.

ARTICLE 11
VACATIONS

Section 1. All vacations shall be taken in the anniversary year during which the employee becomes entitled thereto, and no part of such vacation shall be carried over from one year to another unless the pressure of work in the particular department makes it impossible for the SHERIFF to grant vacation in such year and unless such vacation has been requested and denied. In such case, the vacation for that anniversary year or any unused portion thereof, may be added to the vacation to which the employee is entitled during the following anniversary year. Vacation shall be taken only at a time fixed by the SHERIFF. However, any vacation carried over from one anniversary year to another must be reported to the Chairman of the Personnel Committee. In order to carry over vacation, vacation must be requested and denied.

Section 2. Employees hired prior to June 6, 1995, shall be credited with vacation on their seniority date. Employees hired on or after June 6, 1995 shall be credited with vacation on their full-time hire date.

Section 3. Vacations shall be credited as follows:

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<tr>
<th>Years of Service</th>
<th>Vacation</th>
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<tr>
<td>After one (1) year of service (12 months)</td>
<td>Ten (10) work days</td>
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<td>After two (2) years of service</td>
<td>Eleven (11) work days</td>
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<td>Years of Service</td>
<td>Work Days</td>
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<td>After four (4)</td>
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<td>After fourteen (14)</td>
<td>Seventeen (17)</td>
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<td>After fifteen (15)</td>
<td>Twenty (20)</td>
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<tr>
<td>After twenty (20)</td>
<td>Twenty-Two (22)</td>
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Section 4. An employee is not entitled to a vacation until the anniversary date of his or her full-time employment. No vacation will be granted until earned. If County employment is terminated (other than by retirement) employees shall receive pro-rated vacation from the employee's full-time anniversary hire date.

Section 5. Any employee contemplating retirement who has unused vacation time standing to his or her credit, shall notify the SHERIFF in writing of his or her intention to retire at least ninety (90) days prior to the date of his or her separation. During the ninety (90) days, the employee shall take his or her vacation time unless he or she elects to receive payment for such vacation time at retirement and has not informed the SHERIFF in his or her retirement letter.

Section 6. Vacation accruals must be utilized in minimum increments of either one-half or one day.
ARTICLE 12  
SICK LEAVE

Section 1. Sick leave with pay shall be granted by the SHERIFF to an employee when incapacitated or unable to perform the duties of his or her position by reason of sickness or injury.

Section 2. Sick leave credits are earned on the following basis: The employee will accumulate one (1) day sick leave for each month of service, such accumulation not to exceed two hundred and fifty-five (255) days. No credit for sick leave under this rule shall be allowed unless the employee has been on full pay status at least fifty percent (50%) of the working days of the calendar month. Employees shall be credited with sick leave accumulated prior to the execution of this Agreement. Under no circumstances, however, can an employee accumulate more than two hundred fifty-five (255) days of sick leave.

Section 3. Employees with five (5) or more years of continuous active service, may, in the case of verified, serious and prolonged illness, receive additional sick leave with full pay. Such additional sick leave may be granted at the discretion of the SHERIFF and immediate notification to the chairman of the Personnel Committee. Final approval must be by resolution of the Board of Supervisors. Additional sick leave may be loaned to an employee and shall be deducted annually thereafter from future sick leave accumulation. Those employees with five (5) to ten (10) years of continuous service may be granted up to one (1) calendar month. Employees with eleven (11) to fifteen (15) years of continuous service may be granted up to two (2) calendar months. Employees, with sixteen (16) or more years of continuous service may be granted up to three (3) calendar months. However, in no case shall
additional sick leave with pay be loaned in excess of the number of days accumulated by the employee.

Section 4. In case of transfer within county service, accumulated sick leave shall be transferred with the employee and he or she shall receive credit in the department to which he or she is transferred.

Section 5. Employees who are granted a leave of absence not exceeding one (1) year, shall not lose accumulated sick leave due to their leave of absence from county employment and are eligible to use these sick leave credits upon resumption of a county position.

Section 6. The SHERIFF shall maintain a written record of the attendance and sick leave status of each employee. At the close of the calendar year, the SHERIFF shall file a written report of all accumulated sick leave credits with the Chairman of the Personnel Committee of the Board of Supervisors.

Section 7. When absence is required under this Article, the employee shall report same to the SHERIFF four (4) hours before scheduled to report for duty except in the case of an emergency. In case of failure to report within the stated time limit, unless for reasons satisfactory to the SHERIFF, the absence shall not be deducted from sick leave and shall be considered as time off without pay.

Section 8. A Certificate showing incapacity and inability of the employee to perform his or her duties issued by the attending physician may be required by the SHERIFF in case of absence of more than one (1) day. It is agreed that such requirement is not intended for blanket application on a department-wide basis. In instances where the SHERIFF may suspect a
pattern of abuse of sick leave, he may, upon advance notice, require an employee to provide proof of illness at any other time. If an employee fails to submit proof of illness when required to do so, the absence shall not be deducted from sick leave and shall be considered as time off without pay. If proof submitted in the judgment of the SHERIFF does not justify the employee's absence, such absence shall not be deducted from sick leave and shall be considered time off without pay.

Section 9. Employees absent from work because of a work incurred injury or disability, shall use available sick leave time only during the required statutory waiting period (5 working days).

Section 10. Where illness or disability is of long duration, a Physician's certificate will be required for each thirty (30) days of continuous absence. If any case, the SHERIFF may require an examination by a physician of the SHERIFF'S own choosing in which even the SHERIFF shall bear the expense thereof.

Section 11. Any employee with over 100 days of sick leave accumulated may sell accumulated sick leave credits back to the employer at the rate of $75 per day with a maximum sell back of 12 days in any fiscal year. The employee shall provide the SHERIFF with a written notice, by the first of August preceding the start of the new year (January) of their intent to utilize the Sick Leave Buy Back Plan. Such notice is irrevocable except for extraordinary circumstances. Sick leave buy back will be paid in January. The employee may elect to take such payments in cash or to have them invested in an approved Individual Retirement Account (IRA) or approved Deferred Compensation Plan Account or apportioned between such plans in the employee's name.
Section 12. Upon original hire, employees shall not receive sick leave with pay during their first six months of employment. Any employee who is sick, shall receive a day off without pay.

Section 13. Sick leave may be used in fifteen (15) minute intervals, unless the employee reports to work, and is directed home by the employee’s supervisor. In such instances, sick leave shall be taken in one hour increments.

Section 14. Effective upon the signing of this agreement, an employee shall be credited with $60 for each day of unused sick leave to be used to offset the employee’s share of retiree health insurance. This shall be in addition to any retirement credit under Section 41(j) of the Retirement and Social Security Law.

Section 15. A bargaining unit member who does not use any sick leave in a calendar year shall be paid $500.00, which payment shall be made in January of the following year.

ARTICLE 13
PERSONAL LEAVE

Section 1. Personal leave is leave with pay granted for the purpose of religious observance or personal business. Personal leave shall be calculated on a calendar year and not an anniversary year.

Section 2. Employees shall receive four personal days per year. New hires will not receive personal leave with pay for the first year of their full-time employment. At the completion of one year of full-time employment, employees shall receive pro-rated personal leave for the remainder of the year as follows:

January 1 to March 30: four (4) days.
April 1 to June 30: three (3) days.

July 1 to September 30: two (2) days.

October 1 to December 31: one (1) day.

After the completion of five (5) years of continuous service employees shall receive five (5) personal leave days.

Section 3. Except for religious observance, or conditions that might arise beyond the control of the employee, not more than two (2) days leave may be granted consecutively.

Section 4. No personal leaves will be granted immediately preceding or following vacation days or holidays.

Section 5. Whenever possible, three working days notice should be given to the SHERIFF.

Section 6. Employees are encouraged to take personal leave in units of half (1/2) days or full days; other hourly requests shall require approval of the SHERIFF.

Section 7. Personal leave may be granted only with the approval of the SHERIFF. Unused personal leave time may be carried over at the end of the year and credited as accumulated sick leave.

Section 8. Personal leave may be used in fifteen (15) minute intervals.

ARTICLE 14
BEREAVEMENT LEAVE

Section 1. Five (5) days of excused time with pay will be granted to any employee who suffers the loss of a spouse or a child. Four (4) days of excused time with pay will be granted to an employee for the death of other members in the immediate family as provided in
Section 2.

Section 2. The immediate family shall be deemed to mean: father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, grandchildren, step-parents, step-children or any person who lives in the household of the employee.

ARTICLE 15
MATERNITY LEAVE/FAMILY MEDICAL LEAVE

Section 1. Maternity Leave

A pregnant employee, employed by the SHERIFF for six (6) months or more, shall be granted a leave of absence without pay for a period of six (6) months. The employee shall report to the SHERIFF her condition not later than the fourth (4th) month. The SHERIFF shall decide when the leave shall begin. The employee may continue to work up to the ninth (9th) month of pregnancy if the employee desires and furnishes to the SHERIFF a physician's statement of her physical fitness to work beyond the sixth month. A physician's statement shall also be required upon the employee's return to work.

Section 2. Family and Medical Leave Act

Family leave shall be granted to an eligible employee to a total of twelve work weeks of leave during any twelve month period for the following:

A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter; (Leave for the birth of a child or the placement of a child with the employee for adoption or foster care shall be deemed to satisfy the requirements of the Federal Family Medical Leave Act.)

B. Because of the placement of a son or daughter with the employee for adoption or
C. In order to care for the spouse, son, daughter, or parent of the employee, if such
spouse, son, daughter, or parent has as serious health condition;

D. Because of a serious health condition that makes the employee unable to perform
the functions of the position of such employee;

An eligible employee may be required to use accrued paid vacation, personal leave, or
family leave of the employee for the leave provided under subparagraphs A, B, or C above.
An eligible employee may be required to use accrued paid vacation leave, personal leave or
sick leave for leave provided under paragraph C or D above for any part of the twelve week
period of such leave.

The County shall maintain coverage for health insurance to an employee on leave
pursuant to this section for the duration of the twelve week period, and under the conditions
coverage would have been provided if the employee had continued in employment
continuously for the duration of such leave. The County may recover the premium that the
County paid for maintaining coverage for the employee under such group health plan during
any period of unpaid leave if the employee fails to return from leave after the twelve week
period and (1) the employee fails to return for a reason other than the continuation, recurrence,
or (2) onset of a serious health condition that entitles the employee to leave under subparagraph
C or D above or, other circumstances beyond the control of the employee.

Nothing contained in this provision shall otherwise limit the obligations of the
employer or the employee under the provisions of the family leave act.
ARTICLE 16
INSURANCE

Section 1. Hospital and Medical Insurance.

As soon as practicable, the County shall provide the Teamster's Select Plan health insurance which shall include prescription drug, dental, and vision. The monthly premium cost for the Select Plan shall be borne ninety five percent (95%) by the County and five percent (5%) by the employee.

Section 2. Any employee who files a claim shall process such claim directly with the representatives of the Insurance Company.

ARTICLE 17
ADDITIONAL PENSION BENEFITS

Section 1. The COUNTY shall participate in the New York State Employees Retirement System with all the rights and benefits presently provided by the Career Retirement Plan under Section 75(i) of the Retirement and Social Security Law.

Section 2. In addition to the adoption of 89-p Plan, the Board of Supervisors shall adopt the following options:

a. Section 41(j) (application of unused such leave as additional service credit upon retirement).

b. Section 41(k) (military World War II service credit buy back).

c. Section 60(d) (guaranteed minimum death benefits of three (3) times annual rate of pay).

Section 3. Correction Officers will receive the Montgomery County Health Insurance
Plan at retirement.

**ARTICLE 18**  
**DRY CLEANING**

**Section 1.** The co-employers will provide a central repository at the SHERIFF’S office for dry cleaning of two (2) changes of uniforms or two (2) changes of outer clothing issued each seven day week. Exceptions being the blocking and cleaning of uniform Stetson Hat once every six (6) months and the cleaning of winter and spring type jackets once (1) every twelve (12) months.

**Section 2.** That it is the employee’s responsibility to affix proper identification to said clothing to insure proper return of items submitted for cleaning.

**ARTICLE 19**  
**GENERAL PROVISIONS**

**Section 1.** The SHERIFF and the Union shall administer its obligation under this Agreement and in a manner which will be fair and impartial to all correction officers and shall not discriminate against any employee by reason of sex, nationality, race, creed, membership or non-membership in Teamsters Local 294.

**Section 2.** The SHERIFF shall supply a copy of this Agreement to each employee.

**Section 3.** Nothing in this Agreement shall prohibit the employees from receiving more advantageous mandated benefits of State, Federal or City Legislation presently existing or which may be enacted during the term of this Agreement.

**Section 4.** The SHERIFF shall notify the Union at least seven (7) days in advance of any change in work methods or working conditions except where such change is required
because of an emergency or major disaster over which the SHERIFF has no control. Such seven (7) day period may be waived by the mutual agreement of the employee and the SHERIFF.

Section 5. The COUNTY shall see to it that all employees are paid every two (2) weeks. All employees in the bargaining unit shall be paid on the Monday through Sunday bi-weekly work week and shall be paid the following Friday for the bi-weekly work week ending on the prior Sunday.

Section 6. All rules, regulations and practices of the SHERIFF not modified by this Agreement, shall continue in full force and effect.

Section 7. Employees assigned to work in a classification having a higher salary level shall be paid the higher applicable step only after completing one full pay period in such higher classification, and only if the major portion of the employee’s work in such higher classification is work performed only by a person in such higher classification.

Section 8. Employee Assistance Program. The Employer recognizes the investment made in each employee and that the employee’s personal problems may be a cause of poor work performance or violation of the Rules of Conduct. The Employer will therefore offer to all employees a paid-in-full Employee Assistance Program through a qualified provider of the County’s choice. The Employer certifies that all self or mandated referrals to and records of the Employee Assistance Program are confidential and will never impact upon promotional opportunities or job security.

Section 9. Employees who voluntarily terminate their employment shall give a
minimum of two (2) weeks notice to the Sheriff. Employees who do not give a minimum of two weeks notice shall not be paid for accrued vacation. Employees who use leave credits immediately prior to termination of their employment shall not be required to report to work once the leave time is approved. Employees must return all County-owned equipment before being issued their final paycheck.

Section 10. Time Clocks.

Employees shall be required to punch time clocks.

ARTICLE 20
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definitions.

The term “employee” shall mean and include all of the employees of the County of Montgomery employed in this respective bargaining unit, in full-time positions.

The term “immediate supervisor” shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists, and who normally assigns and supervises the employee’s work and approves his time records and evaluates his work performance.

The term “days” shall mean all days other than Saturday, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days in which actions must be taken or notice given within the terms of this provision.

Section 2. Declaration of Basic Principles. Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, harassment, discrimination or reprisal and shall have the right
to be represented by any Association representative at all stages of the grievance procedure, should his/her designated representative not be available.

Further, it is understood and agreed that the respective parties hereto shall make a sincere and determined effort to settle all matters of dispute, in a responsible manner.

Only the MCSCU/IBT or its designated spokesman or advocate may proceed to arbitration. An individual employee wishing to proceed to arbitration may do so only with the express approval of the Association and be represented only by the Association or its designated spokesman or advocate.

Section 3. Grievance Definition. A grievance is defined as a claimed violation, misinterpretation, or inequitable application of this agreement.

Section 4. Grievance Procedure.

First Stage

a. Any employee who claims to have a grievance shall present his grievance to the SHERIFF, in writing, within five (5) days after either the grievance occurs, or within five (5) days after the employee has actual knowledge of the act or omission complained of, whichever occurs first.

b. The SHERIFF shall discuss the grievance with the employee, shall make such investigation as he deems appropriate and to such extent as he deems appropriate.

c. Within ten (10) days after presentation of the written grievance to him, the SHERIFF shall make a decision with respect to the grievance, and shall communicate his decision, in writing, to the employee involved.
Second Stage

a. If either the employee or Union are not satisfied with the decision of the SHERIFF, or if in the event the SHERIFF does not issue a written answer within the mandatory ten (10) day time limit, the employee or Union shall, within fifteen (15) days thereafter submit the grievance, in writing, to the Chairman of the Board of Supervisors or designee. The Union shall attempt to resolve the grievance with the Chairman of the Board of Supervisors or designee, and in the event that the Union and the Chairman of the Board of Supervisors or designee are unable to agree on a settlement mutually satisfactory to all parties concerned, the Chairman of the Board of Supervisors or designee shall issue a decision within fifteen (15) days of receiving the written grievance as set forth above.

Appellate Stage

a. Within fifteen (15) working days of receipt of the Chairman of the Board of Supervisors or designee's Decision, or within fifteen (15) days after the date which the Chairman of the Board of Supervisors or designee's written decision was due, the Union may proceed to arbitration. The Union shall submit a request for arbitration to the Chairman of the Board of Supervisors or designee, with a copy simultaneously sent to the Sheriff. The arbitrator shall be selected in accordance with Section "b" below.

b. The Union and Employer shall agree to a panel of up to three arbitrators. The arbitrator shall be listed alphabetically and grievances shall be submitted to arbitrators in a regular rotation. In the event that the parties cannot agree on at least one arbitrator, an arbitrator shall be named under the rules of procedure of the Public Employment Relations Board (PERB).
c. Costs, fees and expenses of the arbitrator will be borne by the losing party.

d. The authority of the arbitrator shall be consistent with Article 75 of the Civil Practice Laws and Rules. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not be empowered to either make any rules or render any decisions which conflict with the provisions of this agreement or to modify, amend or review in any way the express written language of this agreement.

e. The arbitrator's award shall be rendered within thirty (30) days of the close of the hearing.

f. The time limits set forth herein may be extended or otherwise modified but only by mutual consent, in writing, signed by the Union and the employer.

g. The time limits set forth herein may be extended or otherwise modified but only by mutual consent, in writing, signed by the Union and the employer.

ARTICLE 21
EMPLOYEE PROTECTION

Section 1. It is the intent of the COUNTY, the SHERIFF and the MCSCUIBT to accept and abide by Article 10, Rules of Conduct.

Section 2. Upon completing a one year probationary period, employees shall be accorded the rights relative to removal and/or suspension as set forth in the following Sections of this Article.

Section 3. No employee shall be removed or otherwise subjected to any disciplinary penalty except for incompetency or misconduct shown after a hearing upon stated charges.

Section 4. Discipline shall be implemented pursuant to the provisions of Section 75
ARTICLE 22
SUBSTANCE ABUSE TESTING PROCEDURE

Section 1. All employees shall submit to a substance abuse test, as part of their annual physical examination.

Section 2. In addition to the annual substance abuse test, all employees assigned to a Special Detail which involves controlled substances shall submit to periodic substance abuse tests as required by the SHERIFF. Employees shall be advised that they are on such a Special Detail, unless the normal duties and responsibilities of the employees involve controlled substances. The employees shall be advised of the time in which they are on the Special Detail. The substance abuse test required by this paragraph, may be ordered up to ninety (90) days after the Special Detail has ceased.

Section 3. If an employee tests positive for substance abuse, the test results shall be immediately verified by a re-test of the original sample, and a test of a new sample.

Section 4. An employee who tests positive as set forth herein, shall be required to attend and complete counseling by a Board certified psychiatrist, or certified psychologist, and shall be required to submit to periodic testing for one (1) year. If an employee fails to complete the counseling, the employee may be disciplined, up to and including discharge, at the discretion of the SHERIFF. The SHERIFF’S decision is final and not reviewable.

Section 5. An employee who subsequently tests positive may be disciplined up to and including discharge, at the SHERIFF’S discretion. The determination of the Sheriff is final and not reviewable.
Section 6. An employee who voluntarily “comes forward” and seeks assistance with respect to substance abuse, shall be required to attend and complete counseling by a Board certified psychiatrist or certified psychologist. If an employee completes the counseling, there shall be no disciplinary action taken against the employee. In addition, the employee shall be required to submit to periodic testing for one (1) year. If an employee fails to complete the counseling, he may be dismissed from service at the discretion of the Sheriff. An employee who successfully completes counseling, and who subsequently tests positive, may be dismissed from service at the discretion of the Sheriff. The SHERIFF’S determination shall be final and not reviewable.

Section 7. All testing shall be conducted in such a manner as to protect the confidentiality of the employee and shall be at the County’s expense. All tests shall be conducted under the New York State Forensic Law enacted July 1, 1987.

Section 8. Substance abuse shall be defined as testing positive for any controlled substance within the meaning of the Penal Law of the State of New York, and the Public Health Law of the State of New York, other than a prescription drug prescribed by a physician.

Section 9. Nothing contained in this provision shall deny the Sheriff the right to order an employee to submit to a substance abuse test based upon probable cause.

ARTICLE 23
GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

See attached Appendix C.
ARTICLE 24
COMPATIBILITY WITH LAW

Section 1. The Public Employees Fair Employment Act, the other provisions of the Civil Service Law and the Local Laws of the County of Montgomery, which are not inconsistent with said act and the Civil Service Law, shall govern the terms of this Agreement.

Section 2. The parties recognize that strikes and other forms of work stoppages by County employees are contrary to law and County policy. The MCSCUIBT, COUNTY and the SHERIFF subscribe to the principle that differences should be resolved by peaceful and approved means without interruption of County affairs. MCSCUIBT affirms that it does not assert the right to strike or to assist or participate in any such strike or to impose an obligation upon its members to conduct or to participate in such a strike.

Section 3. This Agreement shall be construed so as to be compatible with all Federal, State and Local Laws and the invalidity of any provision of this Agreement by reason of any such existing law, shall not affect the validity of the surviving provisions. If the enactment of legislation, or a determination by a court of final jurisdiction, whether in a proceeding between the parties, but controlled by reason of the facts, renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which remain in full force and effect as if such invalid portions thereof had not been included therein.

Section 4. Notice as provided by Section 204-A of the Civil Service Law as amended:
"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR BE PROVIDED THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

Section 5. As provided in Section 242 of the New York State Military Law, subsection 5, all employees who are required to attend Military duty shall do so without loss of pay up to a thirty (30) day period.

ARTICLE 25
TERMS OF CONTRACT

Section 1. Unless the parties at any time mutually agree to the contrary, the period of this contract shall be effective until December 31, 2012.

Section 2. If the parties hereto have failed to agree upon a new contract on or before December 31, 2012, all of the terms and conditions set forth in this Agreement, and any supplements or modifications thereof, shall continue in full force and effect until the date of execution of a new Agreement. Provided, however, that nothing herein contained shall preclude the parties from meeting from time to time to renegotiate any part hereof which may require change because of new circumstances or conditions.

Section 3. Each party hereto agrees that it will negotiate in good faith to reach a new agreement prior to the expiration of this Agreement and each party hereto agrees that said negotiations shall commence on or before.
IN WITNESS WHEREOF, the parties have executed this Agreement the 2 day of December 2009.

COUNTY OF MONTGOMERY

John B. Thomas
Chairman of the Board of Supervisors

Bill Foerster
Sheriff

Lyle Flees
President for MCSCUIBT

John Bulgaro
President & PEO
TEAMSTERS LOCAL 294

Paul Engel
Business Agent
TEAMSTERS LOCAL 294
## APPENDIX A

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**Correction's Officers**

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## Correction's Officers

### APPENDIX B

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| 8 | 18     | $36,485 | $37,579 | $38,331 | $38,706 | $39,082 | $40,210 | $40,736 | $41,262 | $41,788 | $42,314 | $42,840 |     |</p>
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APPENDIX C

PROCEDURE FOR THE ADMINISTRATION OF 207-c OF THE GENERAL MUNICIPAL LAW FOR THE COUNTY OF MONTGOMERY

Section 1. INTENT

(a) In order to insure that determinations arising by virtue of the administration of the provisions of Section 207-c of the General Municipal Law satisfy the interest of those potentially eligible for its benefit, the County of Montgomery, and the public, the following procedure shall be utilized to make determinations in regard to benefits authorized by Section 207-c.

(b) This procedure is intended to be a supplement to the express language of Section 207-c of the General Municipal Law and is not intended to reduce any benefits pursuant to Section 207-c of the General Municipal Law.

(c) The term "Officer," as used herein, shall include all Correction Officers within the meaning of General Municipal Law Section 207-c.

Section 2. NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT

(a) An Officer who claims a right to benefits under Section 207-c of the General Municipal Law, either because of a new illness or injury or the recurrence of a prior illness or injury, shall make written notice and application for those benefits to the County designee, within ten (10) working days of when the Officer reasonably should have known that the illness or injury would give rise to the claim on the form which is made a part of this procedure.

(b) The Officer shall provide authorization for the County of Montgomery to obtain copies of his medical records from his treating physician or other health care provider and the County of Montgomery will provide the Officer, without cost, a copy of the records and reports produced by any physicians or other experts who examine the Officer on behalf of the County of Montgomery.

Section 3. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS

(a) The Officer shall be placed on sick leave pending determination of his eligibility for Section 207-c benefits. The determination shall be made within the time provided in Section 4 of this procedure. If the Officer has no available sick leave he may use vacation, personal leave, or compensatory time to remain on the payroll. In the event that a timely determination is not made, the Officer shall be continued in pay status until a determination is made. Time spent on the payroll beyond the initial date for making a determination shall not be charged to the employee if it is determined that he is ineligible for the 207-c benefit.

(b) In the event that it is determined that the Officer is entitled to Section 207-c benefits, the County of Montgomery shall credit back to him all leave which he expended prior
to the determination.

(c) In the event that it is determined that the Officer is not entitled to Section 207-c benefits, he will be permitted to use sick leave, vacation, personal leave, and compensatory time provided he remains medically unable to perform the duties of his position.

Section 4. BENEFIT DETERMINATIONS

(a) The County of Montgomery shall promptly review an Officer's application for Section 207-c benefits and shall determine his eligibility within fifteen (15) working days after the County of Montgomery receives the application.

(b) In determining the application the County of Montgomery may require a more detailed statement from the Officer than that contained on the application. The County of Montgomery may take statements from witnesses and may send the Officer to a physician or physicians of its choice for examination at the County's expense.

(c) The determination of the County will be made in writing to the Officer, setting forth the basis for the determination. In the event that the application is denied, the County will simultaneously provide the Officer, without cost, a copy of all medical information produced or acquired by it, in connection with the Officer's application and determination for Section 207-c benefits. The County will continue to provide the Officer with additional medical information subsequently produced or required.

Section 5. ASSIGNMENT TO LIGHT DUTY

As authorized by the provisions of Subdivision 3 of Section 207-c, the County may assign a disabled Officer specified light duties, consistent with his/her status as an Officer. The County, prior to making a light duty assignment, shall advise the Officer receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such an Officer may submit to the County any document or other evidence in regard to the extent of his/her disability. The County may cause a medical examination or examinations of the Officer to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled Officer to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the Officer's ability to perform a proposed light duty assignment and other pertinent information, the County may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. An Officer ordered to light duty shall either comply with the order or have the benefits of Section 207-c temporarily discontinued until a determination is made pursuant to Section 7 of this procedure with regard to the Officer's physical ability to perform the light duty assignment. It is understood that assignment to light duty is in the nature of a "make work" assignment and that an Officer so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time.

Nothing contained herein shall require the County of Montgomery or its Sheriff's Office
to create light duty assignments.

If the County's physician and the Employee's physician disagree with respect to the issue of whether the Employee is medically able to perform light duty, the two physicians shall mutually designate a third physician, the cost of which shall be paid one-half by the County and one-half by the Union, who shall render a medical opinion as to whether the Employee is medically able to perform light duty. Said opinion shall be binding upon the County and the Employee, subject to the parties' right to appeal pursuant to Section 7 of this Procedure.

Section 6. TERMINATION OF BENEFITS

(a) Benefits provided by Section 207-c of the General Municipal Law shall terminate upon the employee being retired as set forth in the Retirement and Social Security Law.

(b) Any other termination will be subject to review pursuant to Section 7 of this Procedure.

Section 7. DISPUTE RESOLUTION PROCEDURE

In the event that an employee disagrees with any final determination regarding a proposed light duty assignment or the initial or continued eligibility for benefits, or if the County disagrees with a final determination regarding a proposed light duty assignment, the aggrieved party, within ten (10) days of the receipt of the determination, shall present a written request for a hearing to the other party specifying any exceptions to a determination. Within fifteen (15) days after receiving such a request, an arbitrator shall be appointed, in accordance with Article 20 of the Agreement, who shall conduct a hearing and render a determination which shall be final and binding upon all parties, subject to Article 75 of the Civil Practice Law and Rules. The cost and fees of the arbitrator shall be borne equally by the parties.

Section 8. DISABILITY RETIREMENT

Consistent with Section 207-c, the County may file an application on the Officer's behalf for retirement as permitted by the New York State Retirement and Social Security Law. Any injured or sick Officer who shall refuse to permit a medical inspection in connection with such an application for accidental disability retirement or performance of duty disability retirement shall be deemed to have waived his rights under Section 207-c with respect to expenses for medical treatment or hospital care or salary or wages payable after such refusal. The County may discontinue 207-c benefits without a hearing if an officer refuses a medical inspection under this Section.

Section 9. CONTINUATION OF CONTRACT BENEFITS

While on leave pursuant to Section 207-c, for a period of 90 days or less, an Officer shall continue to accrue all economic fringe benefits provided by the Collective Bargaining Agreement. After 90 days in any calendar year or continuous period of time, the Officer receiving 207-c benefits shall be entitled to the payment of salary, longevity and health and medical benefits.
County of Montgomery Sheriff's Office

General Municipal Law Section 207-c

Application

1. ____________________________________________________________
   Name of officer

2. ____________________________________________________________
   Address

3. ___________________________  4. ___________________________
   Telephone number  Age

5. ____________________________________________________________
   Name of supervisor

6. ____________________________________________________________
   Current job title

7. ____________________________________________________________
   Occupation at time of injury/illness

8. ____________________________________________________________
   Length of employment

9. ___________________________  10. ___________________________  11. ___________________________
   Date of incident  Day of Week  Time

12.a. ____________________________________________________________
   Name of witness(es)

   b. ____________________________________________________________
   c. ____________________________________________________________

13.a. ____________________________________________________________
   Names of co-employees at the incident site

   b. ____________________________________________________________
   c. ____________________________________________________________
14. Describe what the officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary.)

15. Where did the incident occur? Specify.

16. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.)

17. When was the incident first reported?

   To whom? Time

   Witness (if any)

18. Was first aid or medical treatment authorized?

   By whom? Time

19. Name and address of attending physician

20. Name of hospital

21. State nature of injury and part or parts of body affected

22. Will the officer be returning to duty?

   When?

   Date of report New York

   Signature of injured officer
State of New York  )
   ) ss.:
County of Montgomery  )

______________________________, being duly sworn, deposes and says that he/she has read the foregoing notice and knows the contents thereof; that the same is true to the knowledge of deponent except as the matters therein stated to be alleged upon information and belief; and that as to those matters he/she believes to be true; any false statements herein may subject the deponent to the penalties of perjury.

Sworn to before me this ___ day of ____________, 20__.

NOTARY PUBLIC-COMMISSIONER OF DEEDS
New York State & Local Retirement System  
110 State Street  
Albany, New York 12244-0001  

To: The Comptroller of the State of New York  

In compliance with the Retirement Law instructing me to notify your department of any and all injuries sustained in the line of duty as a member of the Montgomery County Sheriff's Office, I hereby submit the following report:

Name of injured correction officer  
Registration Number

Address

Date of incident  
Time of incident

Description of injury

Medical care required

Remarks

Signature of Officer

Witness to injury

Date
I, do hereby authorize any physician, nurse, or other health care provider who has attended, examined or treated me, or any hospital at which I have been examined or treated, to furnish the Montgomery County, New York, or its duly authorized representative, with any and all medical and billing information which may be requested regarding my past or present physical condition and treatment rendered therefore.

______________________________
Signature of officer

______________________________
Printed name of officer

______________________________
Date