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AGREEMENT

Between

THE COUNTY OF PUTNAM

And

THE PUTNAM COUNTY SHERIFF

And

THE PUTNAM COUNTY SHERIFF'S EMPLOYEES ASSOCIATION, INC.

JANUARY 1, 2003 THROUGH DECEMBER 31, 2006
# TABLE OF CONTENTS

PREAMBLE .................................................................................................................. 1

ARTICLE 1  
THE LAW GOVERNING THIS AGREEMENT ............................................................... 1

ARTICLE 2  
RECOGNITION AND ASSOCIATION RIGHTS ....................................................... 1

ARTICLE 2-A  
AGENCY SHOP AND DUES DEDUCTION ............................................................. 4

ARTICLE 3  
COLLECTIVE BARGAINING UNIT ....................................................................... 5

ARTICLE 4  
RIGHTS OF THE EMPLOYER ............................................................................... 5

ARTICLE 5  
INSURANCE ........................................................................................................... 6

ARTICLE 6  
EDUCATIONAL BENEFITS .................................................................................... 9

ARTICLE 7  
PERSONAL LEAVE ............................................................................................... 11

ARTICLE 8  
HOURS OF WORK, OVERTIME AND RECALL ................................................... 12

ARTICLE 9  
WAGE SCALE AND LONGEVITY ......................................................................... 16

ARTICLE 10  
HOLIDAYS ............................................................................................................. 17

ARTICLE 11  
BEREAVEMENT LEAVE ...................................................................................... 18

ARTICLE 12  
CLOTHING ............................................................................................................ 19

ARTICLE 13  
VACATIONS ........................................................................................................... 20

ARTICLE 14  
GRIEVANCE PROCEDURE ................................................................................... 19

ARTICLE 15  
SICK LEAVE ........................................................................................................ 24

ARTICLE 16  
DISCIPLINARY PROCEDURES ............................................................................ 27
PREAMBLE

This agreement by and between the County of Putnam and the Putnam County Sheriff, as joint employers (hereinafter referred to as the "County"), and the Putnam County Sheriffs Employees Association, Inc. (hereinafter referred to as the "Association"), represents the complete and final understanding on all bargainable issues between the County and the Association.

ARTICLE 1

THE LAW GOVERNING THIS AGREEMENT

The law governing this Agreement shall be the Public Employees' Fair Employment Act, and the local laws of the County of Putnam, which are not inconsistent with the said act and laws.

ARTICLE 2

RECOGNITION AND ASSOCIATION RIGHTS

A. The County recognizes the Association as the sole and exclusive representative for members of the Putnam County Sheriffs Department holding the title of Corrections Officer, Corrections Sergeant, Cook, Principal Account Clerk, Dispatcher, Shift Supervisor, Senior Office Assistant and Office Assistant and shall exclude the titles of Sheriff, Undersheriff, Chief Criminal Investigator/Inspector, Captain, Lieutenant, Warden, Deputy Warden, Deputy Sheriff, Deputy Sheriff Sergeant, Deputy Sheriff Investigator, Senior Investigator, First Sergeant, Confidential Secretary, Custodian, and Dispatcher Supervisor, and all other County employees.

B. The Association shall act as such representative or agent in all negotiations with the County within the scope of this Agreement, and when requested to do so by the employee or employees in question, shall represent employees in grievances for the term of this Agreement.

C. The County recognizes the right of the members of the Putnam County Sheriffs
2.23.09

Department to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit unit members during working hours. Such Association representatives shall also be permitted to appear at public hearings or boards of inquiry upon the request of members. Such visitations shall not disrupt operations and shall be made with prior approval of a staff officer.

D. The officers of the Association shall have the right to visit the County facilities by appointment for the purpose of adjusting and administering the terms and conditions of this Agreement.

E. Members of the Association who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of free time from their regular duties to fulfill these obligations which have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the unit members and the uninterrupted operation of government upon prior permission of the Sheriff.

F. Members of the Association who are designated to represent the members of the Putnam County Sheriffs Department with prior approval of the Sheriff may attend meetings and conventions of the police conferences to which the Association belongs, in pursuance of their obligation as officers or delegates of the bargaining unit herein, without loss of pay or time with the approval of the Sheriff and in accordance with the requirements of the Audit and Control Bureau of the New York State Comptroller's Office.

G. The Association shall forward the employer a list of the names and titles of its officers
and representatives plus changes as they occur.

H. Both parties agree that there shall be no Association activity on County time without first obtaining prior approval of the Sheriff. The County shall provide a meeting room for Association meetings when available.

I. Two (2) bulletin boards (size 1 1/2' by 2') will be provided for use by the Association for legitimate Association business. Copies of any materials posted on the bulletin board will be initialed and dated by the person posting same on behalf of the Association and a copy will be provided prior to such posting to the Sheriff. Nothing of a derogatory nature regarding the Sheriff or Putnam County will be posted on the bulletin boards.

J. Upon purchase by the Association of an autotron, the Association will be permitted reasonable use of a copying machine and will be charged for copies made on such machine.

K. Subject to availability and upon prior request and approval, a meeting facility in the Sheriff's Office will be made available to the Association.

L. Upon request and prior approval, representatives of the Association who are mutually scheduled to participate in collective bargaining negotiations will be granted time off without loss of pay for the purpose of engaging in such negotiations as follows:

1. 12 Midnight to 8 a.m. shift - Such employees will be granted time off without loss of pay for the shift preceding the negotiating session which commences during the morning hours.

2. 8 a.m. to 4 p.m. shift - Such employees will be relieved and replaced on the shift for the duration of the negotiating session. These employees, will, however, change into uniform in the locker room and report for work at the
2.23.09

conclusion of the negotiating session.

3. 4 p.m. to 12 Midnight shift- Assuming that the negotiating session is during the day time hours, such employees will report for work as scheduled.

The schedules above should be modified per Article 8.

ARTICLE 2-A

AGENCY SHOP AND DUES DEDUCTION

A. The County agrees to deduct dues uniformly required from members of the Association and to deduct an Agency Shop fee from the earnings of those employees who elect not to become members of the Association and to transmit such dues and fees to the Association. The Agency Shop fee deduction shall be an amount equivalent to the dues levied by the Association minus the costs of financial support of political causes or candidates or other union expenses not in connection with collective bargaining negotiations and Agreement administration.

B. The Association shall advise the Commissioner of Finance of the County of Putnam, by certified mail, of the Association dues and the appropriate Agency Fee for non-members. In addition, the Association shall, upon request by a non-member employee furnish an accounting of the Agency Shop fee.

C. The deduction for each member and for each non-member employee shall commence during the month following written notice from the Association of the dues or the Agency Shop fee.

D. The Association shall establish and maintain a procedure whereby any non-member employee can challenge the Agency Shop fee as computed by the Association.

E. The Agency Shop fee agreement is subject to the provisions of Section 208 of the Civil Service Law.
The Association shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon the dues or Agency fee information as furnished by the Association to the County.

ARTICLE 3

COLLECTIVE BARGAINING UNIT

A. The collective bargaining unit shall consist of all employees of the Sheriff's Department, holding the title of Corrections Officer, Corrections Sergeant, Cook, Principal Account Clerk, Dispatcher, Senior Office Assistant and Office Assistant, and shall exclude the titles of Sheriff, Undersheriff, Chief Criminal Investigator/Inspector, Captain, Lieutenant, Warden, Deputy Warden, Deputy Sheriff, Deputy Sheriff Sergeant, Deputy Sheriff Investigator, Senior Investigator, First Sergeant, Confidential Secretary, Custodian, Dispatcher Supervisor, Senior Dispatcher and all other County employees.

B. The title "employee" shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE 4

RIGHTS OF THE EMPLOYER

A. The County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New York and the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the County government and its properties and facilities and related activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible.

2. To hire all employees, to promote, transfer, assign or retain employees in positions within the County and in that regard to establish reasonable work rules.

3. To suspend, demote, discharge or take any other appropriate disciplinary action against an employee for good and just cause according to law.

4. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

5. To hire all employees, and subject to the provision of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

6. Employees, regardless of regular assignment, may be assigned by the County to perform any duty related to their employment.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the terms of this Agreement to the extent such terms hereof are in conformance with the constitution and laws of the State of New York and of the United States.

ARTICLE 5

INSURANCE

A. The County will continue to provide Health Insurance in accordance with this Article.
B. Employees who work more than twenty-five (25) hours per scheduled week and earn more than fifteen thousand dollars ($15,000) per year and have completed thirty (30) working days of County employment will be offered the County's health insurance plan for the Employee and Employee's eligible dependants subject to the following:

SCHEDULE AND MONTHLY PREMIUM CO-PAY FOR INDIVIDUAL AND FAMILY COVERAGE PAYMENTS

1. For employees hired effective December 4, 2007, or prior shall contribute to the cost of health insurance premiums according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Monthly Premium Payment Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting through 4 years</td>
<td>County-70%  Employee-30%</td>
</tr>
<tr>
<td>Starting 5 through 8 years</td>
<td>County-80%  Employee-20%</td>
</tr>
<tr>
<td>Starting 9 through 12 years</td>
<td>County-85%  Employee-15%</td>
</tr>
<tr>
<td>Starting 13 years and above</td>
<td>County-90%  Employee-10%</td>
</tr>
</tbody>
</table>

2. Any employee hired December 5, 2007 or thereafter, shall contribute to the cost of health insurance premiums according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Monthly Premium Payment Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting through 4th year</td>
<td>County - 70%  Employee – 30</td>
</tr>
<tr>
<td>Starting 5th year through 7th year</td>
<td>County – 75%  Employee – 25%</td>
</tr>
<tr>
<td>Starting 8th year through 11th year</td>
<td>County – 80%  Employee – 20%</td>
</tr>
<tr>
<td>Starting 12th year through 14th year</td>
<td>County – 85%  Employee – 15%</td>
</tr>
<tr>
<td>Starting 15th year and above</td>
<td>County – 90%  Employee – 10%</td>
</tr>
</tbody>
</table>

C. The County will provide Comprehensive Liability Insurance.

D. The County shall have the right upon notice to the Association to change insurance carriers or self insure so long as substantially similar benefits are provided. Prior to making a change, the County will notify the Association at least sixty (60) days prior to the contemplated
change. In the event the Association believes that the benefits being provided by another insurance carrier or self insurance are not substantially similar the Association may after notification of the contemplated change by certified mail from the County, demand arbitration of the issue within thirty (30) days after receiving said notification.

E. The parties agree to provide for an optional buy-out of health insurance coverage by a member of the bargaining unit. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan, may notify the County on the "Request to Decline And Waive Health Insurance Coverage" form attached hereto and made a part of Appendix "B", that he/she is selecting to decline and waive the health insurance coverage provided by the County, for which the employee is eligible and entitled to receive pursuant to the collective bargaining agreement between the parties. The request is to be completed annually, during the open enrollment period.

An employee who declines and waives health insurance coverage as provided above, shall be compensated at $950.00 per year in 2003 - 2007, payable in equal payments every biweekly payroll period, for the period of time the employee declines and waives health insurance coverage provided by the County.

Effective January 1, 2008, an employee who declines and waives health insurance coverage as provided above shall be paid $1,100/year, payable in equal payments every biweekly payroll period for the period of time the employee declines and waives health insurance coverage provided by the County.

It is further agreed and understood by and between the parties, that any employee who elects to receive the buy-out fee, shall, at any time during the period for which the employee has declined
2.23.09
and waived health insurance coverage through the County, he/she is required to provide written
notice to the County that he/she is covered by health insurance under a different plan. Any employee
who has elected to receive the buy-out fee, is required to provide written notice to the County on the
"Request to Resume Health Insurance Coverage" form, attached hereto and made a part of Appendix
"C", that he/she is no longer covered or wishes to re-enter any of the health insurance plans
provided by the County. The parties recognize and agree that the effective date of the employee's
reestablishment of health insurance coverage provided through the County shall be at the earliest
possible date as provided by the plans. The County agrees to notify the plan upon notice by the
employee to them, of that employee's decision to re-establish health insurance coverage through the
County.

The waivers herein shall be used for the request to decline and waive health insurance
coverage or request to resume health insurance coverage. The County shall be responsible for
providing the form(s) to the employee that are attached hereto and made a part of Appendix "B" and
"C" of this Agreement, and to be used as set forth herein.

F. **Dental and Optical Insurance Coverage:** Employees who work more than twenty-five
(25) hours per scheduled week and earn more than fifteen thousand dollars ($15,000.00) per year and
have completed thirty (30) working days of County employment will receive dental and eyeglass
insurance, at a benefit level comparable to those currently provided to the CSEA Union.

**ARTICLE 6**

**EDUCATIONAL BENEFITS**

A. Any member who attends an accredited school and pursues a course of study, shall
be reimbursed for the actual cost of tuition, less reimbursement received from any other source, to
a maximum amount of $750.00 per year paid by the County. The prior approval of the Sheriff is required for all courses taken. Satisfactory completion is needed for reimbursement.

B. A member shall receive an increase in annual salary, upon satisfactory completion of courses of study, in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Credits</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 credits</td>
<td>$200.00</td>
</tr>
<tr>
<td>60 credits</td>
<td>$350.00</td>
</tr>
<tr>
<td>90 credits</td>
<td>$500.00</td>
</tr>
<tr>
<td>120 credits</td>
<td>$650.00</td>
</tr>
<tr>
<td>150 credits</td>
<td>$800.00</td>
</tr>
</tbody>
</table>

Such increase shall not be cumulative.

Effective January 1, 2008, an employee shall receive an increase in annual salary, upon satisfactory completion of study, in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Credits</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 credits</td>
<td>$275</td>
</tr>
<tr>
<td>60 credits</td>
<td>$425</td>
</tr>
<tr>
<td>90 credits</td>
<td>$575</td>
</tr>
<tr>
<td>120 credits</td>
<td>$725</td>
</tr>
<tr>
<td>150 credits</td>
<td>$875</td>
</tr>
</tbody>
</table>

Credits earned during a year will be paid for in the next calendar year.

Acceptable credits are those earned while matriculated in a course of study in police science or criminal justice or other course of study approved by the Sheriff.
ARTICLE 7

PERSONAL LEAVE

A. Employees shall be entitled to personal days to be used for personal, business, household or family matters described in this section according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Number of Personal Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 days - 120 days</td>
<td>1 day</td>
</tr>
<tr>
<td>120 days - 240 days</td>
<td>2 days</td>
</tr>
<tr>
<td>240 days - 5 years</td>
<td>3 days</td>
</tr>
<tr>
<td>5 years or more</td>
<td>4 days</td>
</tr>
</tbody>
</table>

B. 1. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside the work day.

2. Personal, household, or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.

3. In the event of a serious illness in an employee's family, the employee may, after exhausting his/her personal leave, charge such additional leave as he/she may require first to earned vacation and thereafter to accrued sick leave subject to prior approval by the Sheriff concerning the utilization of such sick leave.

C. Personal leave days shall be granted only upon request of at least forty-eight (48) hours prior to the requested personal leave date, except in case of emergency, and shall be subject to the approval of the Sheriff or his designee.

Requests for personal leave which are made no sooner than thirty (30) days nor later
2.23.09

than twenty (20) days prior to the date sought, will be responded to within five (5) days of the request. Requests for personal leave which are made less than twenty (20) days prior to the date sought will be responded to within (3) days from the date of the request.

D. Any amount of personal leave in excess of the employee’s entitlement may be granted only upon the recommendation of the Sheriff.

E. Unused personal leave days will be credited to sick leave at the end of each calendar year.

F. Personal leave must be taken in a minimum of whole days.

ARTICLE 8

HOURS OF WORK, OVERTIME AND RECALL

A. Hours of Work

1. All unit members shall work an eight (8) hour tour of duty which shall include a forty-five (45) minute meal period.

2. All Correction Officers will report for duty fifteen (15) minutes prior to the commencement of their tour of duty for the purpose of briefing (the exchange of information from the outgoing shift to the incoming shift) and conducting a head count prior to assuming the duties of the post.

B. Employees’ assigned shifts shall be as follows:

CORRECTION OFFICERS

<table>
<thead>
<tr>
<th>Shift</th>
<th>Start Time</th>
<th>End Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>A LINE</td>
<td>11:30 PM</td>
<td>TO 7:30 AM</td>
</tr>
<tr>
<td>B LINE</td>
<td>7:30 AM</td>
<td>TO 3:30 PM</td>
</tr>
<tr>
<td>C LINE</td>
<td>3:30 PM</td>
<td>TO 11:30 PM</td>
</tr>
</tbody>
</table>
2.23.09

D LINE  
8:30 AM TO 4:30 PM (Monday – Friday)

E LINE  
9:00 AM TO 5:00 PM (Monday – Friday)

F LINE  
1:00 PM TO 9:00 PM (Program Officer)

COOKS
1ST SHIFT  
6:00 AM TO 2:00 PM
2ND SHIFT  
8:00 AM TO 4:00 PM
3RD SHIFT  
9:00 AM TO 5:00 PM

CLERICAL
1ST SHIFT  
8:00 AM TO 4:00 PM
2ND SHIFT  
8:30 AM TO 4:30 PM
3RD SHIFT  
9:00 AM TO 5:00 PM

SHERIFF OFFICE DISPATCHERS
A LINE  
11:30 PM TO 7:30 AM
B LINE  
7:30 AM TO 3:30 PM
C LINE  
3:30 PM TO 11:30 PM

EMERGENCY SERVICES DISPATCHERS
A LINE  
12:00 AM TO 8:00 AM
B LINE  
8:00 AM TO 4:00 PM
C LINE  
4:00 PM TO 12:00 AM

Working conditions for Emergency Services Dispatchers at the Bureau of Emergency Services shall remain as currently in existence until otherwise agreed.

C. Standard Work Week

1. The standard work week for full-time enforcement employees shall be no more than eight (8) hours fifteen (15) minutes per day and forty-one (41) hours fifteen (15) minutes including a daily forty-five (45) minute meal period.

2. The standard work week for full-time non-enforcement employees shall be
2.23.09
forty (40) hours, including a forty-five (45) minute meal period.

3. The present work schedule provides for four (4) days on and two (2) days off with up to a maximum of four (4) option days which may be utilized by the Sheriff at his discretion for any purpose other than staffing for recognized holidays. The County reserves the right upon prior notice to the Association to revert back to the preceding schedule (5-2, 5-2, 5-2, 5-3) without any additional pay or costs whatsoever.

4. The number of pass days off per year is derived at by combining two days off per week (104) and the number of holidays allowed contractually for each divisional employee. The Sheriff agrees to have any work days owed, scheduled prior to December in the year in which they are owed; whenever practicable. This will be done entirely at the discretion of the Sheriff.

D. Overtime Compensation

1. Overtime compensation shall be paid to all employees for all time worked in excess of the regularly scheduled working hours at the rate of time and one-half (1 1/2).

2. Overtime Compensation Dispute

In the event the overtime claimed by an employee is being denied in whole or in part, such employee will be so notified. Thereafter, if the employee wishes to object to such denial, he/she may do so in the following manner:

a. The employee will reduce the complaint to writing and refer the matter to the President and Vice President of the Association.

b. The staff officer, President and Vice President and member of the Association involved will then confer with reference to the dispute and attempt to work out an agreement.
c. If an agreement is not reached, then a hearing will be held with the Sheriff, staff officer involved, President and Vice President and member of the Association involved in the dispute.

d. In the event the Sheriff, President and Vice President of the Association fail to reach an agreement as to the overtime for which an employee is to be compensated, then the dispute shall be submitted to the County as a grievance in accordance with the terms of this Agreement.

E. Recall and Court Time

Employees who are called in to work at a time when they are not normally scheduled and provided that such time is not contiguous to the work day, will receive a minimum of three (3) hours overtime compensation, regardless of the amount of time the employee's assigned duties may require. The County retains the right to require an employee to work the full three (3) hour period at such duties as the Sheriff may require.

F. Compensatory Time Off in Lieu in Payment of Overtime.

The employee may elect to take time off duty in lieu of payment for overtime worked. Compensatory time off shall be at the rate of one and one-half hours off for each hour of overtime worked. The election to take compensatory time off will be made in writing on forms prescribed by the Sheriff. In the absence of any such election, the overtime work will be paid for at the regular overtime rate. Requests for compensatory time off shall be granted in the order that they are received. The granting of compensatory time off shall be at the discretion of the Sheriff. In the event that more than one request is received at the same time, seniority shall govern. The Sheriff shall promulgate rules for the recording, accumulation and use of compensatory time.
ARTICLE 9
WAGE SCALE AND LONGEVITY

A. The base wage schedule for all employees shall be as set forth in Appendix "A" attached hereto and made a part of this agreement.

Appendix "A" shall reflect the following increases for all employees:

1. Effective January 1, 2003, a two and one-half percent (2.50%) increase shall be applied on each and every step of the respective base wage schedules in effect on December 31, 2002.

2. Effective January 1, 2004, a two and one quarter percent (2.25%) increase shall be applied on each and every step of the respective base wage schedules in effect on December 31, 2003.

3. Effective January 1, 2005, a three and one half percent (3.50%) increase shall be applied on each and every step of the respective base wage schedules in effect on December 31, 2004.

4. Effective January 2, 2006, a four percent (4.00%) increase shall be applied on each and every step of the respective base wage schedules in effect on December 31, 2005.

Effective 1/1/08, there shall be a $250 bump on the top Step for Correction Officer 5, Correction Sergeant, Cook 4, Senior Cook, Dispatcher 5, Principal Account Clerk 4, Senior Office Assistant 4, and Office Assistant 3.

B. Longevity - Employees covered under this Agreement will be entitled to longevity
2.23.09

payments in accordance with the following scale for years of continuous service:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>1/1/03</th>
<th>1/1/04</th>
<th>1/1/05</th>
<th>1/1/06</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 7 years</td>
<td>$1,150.00</td>
<td>$1,175.00</td>
<td>$1,200.00</td>
<td>$1,225.00</td>
</tr>
<tr>
<td>After 12 years</td>
<td>$1,550.00</td>
<td>$1,575.00</td>
<td>$1,600.00</td>
<td>$1,625.00</td>
</tr>
<tr>
<td>After 17 years</td>
<td>$2,000.00</td>
<td>$2,025.00</td>
<td>$2,050.00</td>
<td>$2,075.00</td>
</tr>
<tr>
<td>After 22 years</td>
<td></td>
<td></td>
<td></td>
<td>$2,525.00</td>
</tr>
</tbody>
</table>

C. Salary Holdback

It is understood by the parties that the County has adopted a one (1) week salary holdback and such monies are due the Employees on separation from County services.

**ARTICLE 10**

**HOLIDAYS**

A. All personnel other than Correction Officers and Correction Officer Sergeant shall have the following days treated as holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Day

B. Members assigned as Correction Officer or Correction Officer Sergeant shall have ten (10) days treated as holidays which shall be from the list set forth in A above.

C. As to personnel who normally work from Monday through Friday, if any of the
above holidays fall a Saturday, the preceding Friday shall be considered the holiday, and if any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday.

D. Personnel who rotate shifts and/or days off and/or are regularly scheduled to work on Holidays, shall be entitled to ten (10) paid Holidays which may be other than those enumerated above as designated by Departmental scheduling and shall be entitled to a lump sum payment in the first (1st) pay period of December of each year as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/03</td>
<td>$925</td>
</tr>
<tr>
<td>1/1/04</td>
<td>$950</td>
</tr>
<tr>
<td>1/1/05</td>
<td>$975</td>
</tr>
<tr>
<td>1/1/06</td>
<td>$1000</td>
</tr>
</tbody>
</table>

Employees who are hired or separate from service between January 1st and December 31st shall be entitled to one-twelfth (1/12) of the lump sum payment for each full calendar month of service during that year.

E. All employees not scheduled to work on a paid holiday who are required to work on such paid holiday shall be paid at the rate of double time (2x). Employees scheduled to work on one of the enumerated holidays, who are required to work overtime on such holiday will be paid at the rate of time and one half (1 1/2).

Holiday dates will be the celebrated holiday dates.

ARTICLE 11
BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, he/she shall suffer no loss of regular straight time pay for leave up to a maximum of three (3) consecutive days including the day of funeral.
B. Leave taken by reason of death in an employee's immediate family shall be limited to the following relatives: mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandfather and grandmother.

C. Reasonable verification of the death may be required by the County.

D. Bereavement days are not cumulative.

E. Upon request and prior approval, an employee may utilize unused sick time up to a maximum of three (3) days per occurrence in the event of death in the employee's immediate family.

ARTICLE 12
CLOTHING ALLOWANCE

A. All uniformed personnel of the Sheriffs Department will have their issued uniforms and equipment maintained and replaced at the expense of the County and replaced with the approval of the quartermaster.

B. All full time cooks shall receive an annual clothing allowance as set forth herein, which shall be paid upon the submission of a voucher and approved by the Sheriff or designee. The clothing allowance amounts are:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/03</td>
<td>$400.00</td>
</tr>
<tr>
<td>1/1/04</td>
<td>$400.00</td>
</tr>
<tr>
<td>1/1/05</td>
<td>$425.00</td>
</tr>
<tr>
<td>1/1/06</td>
<td>$450.00</td>
</tr>
</tbody>
</table>

C. All non-enforcement employees shall wear their own clothing to work which shall achieve a standard known as “business casual” and include the following items: collard shirts, slacks, pantsuits, sweaters and blouses. That clothing shall not consist of jeans, t-shirts,
2.23.09

sweatshirts, sweatpants, sweat suits or sneakers.

Each non-enforcement employee shall be given an annual clothing allowance to be paid in the first (1st) pay period of each December as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/03</td>
<td>$300.00</td>
</tr>
<tr>
<td>1/1/04</td>
<td>$300.00</td>
</tr>
<tr>
<td>1/1/05</td>
<td>$325.00</td>
</tr>
<tr>
<td>1/1/06</td>
<td>$350.00</td>
</tr>
</tbody>
</table>

ARTICLE 13

VACATIONS

A. Employees with continuous permanent employment in the Putnam County Sheriffs Department, will be granted vacation time in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years Completed</th>
<th>Days Off</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>15</td>
</tr>
<tr>
<td>8</td>
<td>20</td>
</tr>
</tbody>
</table>

B. Vacations are to be taken in the year following the year in which they are earned. In the event more than one employee requests the same vacation period and can reasonably be spared from assigned duties shall be granted vacation based on seniority in the respective department or within the respective work area. It shall be in the sole discretion of the department head to determine whether or not more than one employee can be reasonably spared from assigned duties at any one time. Vacations must be taken by an employee and given by the department head under such circumstances where an employee's failure to take such vacation would result in the loss to the employee of vacation time.

C. Upon prior written request and advance approval by the Sheriff or designee, employees covered under this Agreement may be permitted to take their vacation time in four (4)
2.23.09
or five (5) day segments in accordance with the present or preceding work schedule and the
needs of the department.

D. In the event an employee, while on vacation, becomes seriously ill, seriously injured,
or is hospitalized, such employee may have that portion of vacation, while confined, charged to
accrued sick time upon presentation of adequate proof to the Sheriff or designee. If granted, the
rescheduling of vacation time will be at the discretion of the Sheriff or designee.

E. Those employees desiring vacation pay in advance must make their request for same
through their immediate supervisor. The supervisor will then clear the request through the
Sheriff. The Commissioner of Finance requires three (3) weeks prior notice to the start of the
vacation. The employee therefore should make the request four (4) weeks prior to start of their
scheduled vacation.

F. On mandatory retirement, nominal service retirement, or retirement due to
disability or sickness, the following formula shall be used in awarding vacation for the year during
which such retirement occurs:

\[
\text{No. of Months Worked} \times \frac{\text{No. of Days to be Earned}}{12 \text{ Months}}
\]

G. Holidays or special days granted during a vacation shall not be charged to
vacation time.

H. Payment for earned and unused vacation shall be made upon retirement or
resignation with two (2) weeks written notice or upon death of the employee.
ARTICLE 14

GRIEVANCE PROCEDURE

A. 1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise effecting the terms and conditions of this Agreement and resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. The term "grievance" as used herein means any appeal by an individual employee or group of employees or the Association on behalf of such individual employee or group of employees arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement.

B. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any Step is waived by mutual consent.

Step One: The aggrieved shall institute action under the provisions hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved and the Sheriff or designee. An additional fifteen (15) calendar days shall be granted, upon filing a written request to the Sheriff or designee. Failure to act within the fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance, unless extended for an additional fifteen (15) calendar days as set forth herein.

Step Two: Any appeal of Step One shall be presented in writing to the Sheriff
within five (5) calendar days thereafter. The written grievance at this step shall contain the relevant facts and a summary of the preceding step, the applicable section of the Agreement violated, and the remedy requested by the grievant. The Sheriff or his designated representative will answer the grievance in writing within (10) calendar days of receipt of the written grievance.

**Step Three:** If the Association wishes to appeal the decision of the Sheriff, such appeal shall be presented in writing to the County Executive within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The County Executive shall respond, in writing, to the grievance within fifteen (15) calendar days of the submission.

**Step Four:** If the grievance is not settled through Steps One, Two, and Three, either party may refer the matter to arbitration within ten (10) days after the determination by the County Executive. If the parties fail to agree upon an arbitrator within ten (10) working days after the matter has been referred to arbitration, then an arbitrator shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

C. The arbitrator shall render any decision in writing with reasons therefore and shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement hereto.

D. The parties direct the arbitrator to decide, as a preliminary question, whether jurisdiction exists to hear and decide the matter in dispute. The jurisdiction of the arbitrator in deciding matters in dispute under the grievance procedure shall cover only disputes constituting a
2.23.09

controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. Those matters determined by the arbitrator to be outside this definition shall not be decided by the arbitrator, except the determination of jurisdiction.

E. The costs for the services of the arbitrator shall be borne equally between the County and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

F. The decision of the arbitrator shall be final and binding on both parties.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding Step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for the decision of any Step in the Grievance Procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or Agreement the time limits provided for processing a grievance at any Step in the Grievance Procedure.

H. No more than one (1) grievance may be submitted to the same arbitrator at any one time without consent of both the County and the Association.

ARTICLE 15

SICK LEAVE

A. Employees covered under this Agreement will be granted sick leave in accordance with the following schedule:
2.23.09

1. (a) All Correction Officers and Correction Officer Sergeants shall receive one (1) working day a month or twelve (12) days a year.

   (b) All unit members other than Correction Officers and Correction Officer Sergeants shall receive ten (10) sick days per year on a pro-rated basis.

2. Sick days may be accumulated until a maximum of one hundred eighty (180) days is reached and may be credited to the employee for future sick leave.

   B. In order to be eligible for sick leave, an employee must notify his immediate superior that he/she is requesting sick leave at least one and one-half (1 1/2) hours prior to the start of the employee's scheduled shift, except in case of emergency. Failure to so notify may lead to denial of sick leave.

   C. Upon becoming sick or disabled, an employee, by virtue of employment or service after the effective date of this regulation, may during sickness or disability, be granted sick leave with pay to the extent of the unused sick time which has been accumulated, but no sick leave with pay shall be granted to any such person in excess of one hundred eighty (180) days in any one (1) calendar year.

   D. Where an employee, because of illness, is required to remain away from employment beyond sick leave allowance, the Sheriff in the exercise of judgment, may petition the County Executive that additional sick leave with pay may be granted, due consideration being given to the employee's service prior thereto. However, in no case shall sick leave with pay be granted to any such person in excess of one hundred eighty (180) days in any one (1) calendar year.

   E. Allowable and allowed sick leave time shall be considered for all purposes as continuing service, but in the event of resignation or discharge of an employee, such accumulated
2.23.09
and unused sick leave time shall be canceled and not paid.

F. It is expressly provided that maternity leave without pay may be granted up to one (1) year, provided the existence of pregnancy is reported in writing to the department head no later than the fifth month. Such sick leave without pay must begin when, upon certification of a doctor, further service would be detrimental to health.

G. The Sheriff may require a physician's certification for any absence of more than three (3) days. Where the illness or disability is of long duration, a physician's certificate will be required for each thirty (30) days of continuous absence. In any case, the department head may require an examination by a physician or other acceptable evidence that the illness is bona fide.

H. Employees covered under this Agreement who are on sick leave will generally be confined to their home. However, if medically approved, such employees may leave their home for short periods of time provided the Sheriff or designee is so advised in advance and that the employee further reports their return to home. Furthermore, employees on sick leave may be medically determined to be available for light duty and so utilized.

I. Provision is made for conversion of unused sick leave as additional service credit upon retirement as provided in Section 41 J of the Retirement and Social Security Law.

J. Upon actual retirement from County Service, unit members shall be entitled to a sick leave buyout according to the following schedule:

<table>
<thead>
<tr>
<th>Days</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-70</td>
<td>$0</td>
</tr>
<tr>
<td>71-110</td>
<td>$40/day</td>
</tr>
<tr>
<td>111-150</td>
<td>$50/day</td>
</tr>
<tr>
<td>151-180</td>
<td>$70/day</td>
</tr>
</tbody>
</table>
Effective January 1, 2008 and upon retirement from County service, an employee shall be given the option to be paid for his/her unused sick leave accumulation as follows:

<table>
<thead>
<tr>
<th>Days</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-70 days</td>
<td>$30.00 for each day &amp; prorated if less than a day</td>
</tr>
<tr>
<td>71-110 days</td>
<td>$60.00 for each day &amp; prorated if less than a day</td>
</tr>
<tr>
<td>111-150 days</td>
<td>$70.00 for each day &amp; prorated if less than a day</td>
</tr>
<tr>
<td>151-180 days</td>
<td>$90.00 for each day &amp; prorated if less than a day</td>
</tr>
</tbody>
</table>

The payout shall be non-cumulative and each tier shall be computed separately. The alternative to payment would be an allowance for sick time to be credited as service time as provided in Section 41(j) of the Retirement and Social Security Law.

ARTICLE 16

DISCIPLINARY PROCEDURES

A. The County may bring disciplinary charges against an employee within an eighteen (18) month period from the date the violation is discovered.

B. A hearing will thereafter be conducted and a determination shall be made within thirty (30) days after the hearing is concluded.

C. In the event the employee, in writing, waives a hearing on disciplinary charges, a determination shall be made within thirty (30) days after such written waiver has been received by the Sheriff.

D. Hearing Board:

Hearings upon charges will be conducted by a Hearing Board consisting of either three members of the Putnam County Sheriff's Department, or one hearing officer appointed by the Sheriff pursuant to Section 75 of the Civil Service Law. The choice of having a three member board or one hearing officer shall be the choice of the accused member. On the three member hearing
2.23.09 board, the presiding officer shall be of the rank of Lieutenant or above, and one other member shall be of the rank of Sergeant or above, both of whom will be selected by the Sheriff. The third officers of the Board may be named by the certified or recognized employee organization or union of the accused member, and if available, will be designated by the Sheriff. If, after designation as a member of a Hearing Board, any officer so designated feels constrained to disqualify himself for cause, he/she shall so advise the Sheriff and the Sheriff may designate a replacement, prior to the hearing. Designated Hearing Board officer(s) shall refrain from acquainting themselves with any facts or circumstances involving the accused of the subject matter of the hearing, except for a review of the pleadings.

ARTICLE 17
PENSIONS

A. The County shall provide to each employee the retirement plans as described in the New York State and Local Employees' Retirement System.

B. The County shall provide an alternate and improved retirement benefit for each Correction Officer and Correction Sergeant as described in Sections 89-p and 603(1) plans of the New York State and Local Employees' Retirement System. Appendix "D", attached hereto and made a part of this Agreement, sets forth the parties' agreement to CFR and EMT training and stipends.
ARTICLE 18

MISCELLANEOUS

A. Leave of Absence

A leave of absence may be allowed for the following reasons:

1. Education of the employee to improve his or her present vocation for education suggested or approved by the Sheriff.

2. Maternity condition of the employee.

3. Illness of an employee or spouse or member of the employee's immediate family residing in the same household. Immediate family shall include only children of employee or parents of employee or employee's legal spouse.

A leave of absence can be considered for a period of 6 months subject to a recommendation of an additional 6 month leave at the end of the initial 6 month period. An extension of a leave of absence beyond 6 months shall be requested and acted upon at least 2 weeks prior to the end of the initial 6 months period. A leave of absence shall not be considered for a period in excess of 1 year.

B. Funeral Expenses

The County will pay up to a maximum of seven thousand five hundred dollars ($7,500.00) for funeral expenses for an employee killed in the line of duty while in the service of the County of Putnam.

C. Firearms Training

The County will endeavor to schedule employees covered under this Agreement who are so required, to complete their firearms training while on duty. In the event an employee must be scheduled for firearms training on an off duty day, such employee will receive compensatory time
2.23.09
or pay, at time and one half (1 1/2) at the County's option.

D. **Involuntary Transfer**

Where an employee is required to transfer, except for cause, or by appointment to a nonpermanent rank, to a position which receives a lower annual salary, such employee shall receive the salary due at the higher grade while performing work in the lower grade position.

E. **Current Benefits**

All other benefits currently enjoyed by employees covered under this Agreement, whether by statute, law, ordinance or resolution, shall continue to be in effect during the term of this Agreement providing such benefit does not duplicate a similar benefit hereunder.

F. **Deferred Compensation and Flexible Spending Account**

To the extent allowed by law, payroll deductions shall be provided without service from County charge for employee payment to the deferred compensation program authorized by the County and for employee pre-tax co-payment of such health insurance premiums where such payments are authorized by each employee in writing and in accordance with the rules of the Comptroller or other relevant County regulations.

G. The County agrees to print and furnish each of the employees one (1) copy of this agreement, for which they shall sign for as received. New employees shall also be provided a copy of this agreement upon hiring.

H. Information regarding the balance of all paid leave accruals shall be provided to each employee by the County in the pay period following the first (1st) of the month.

I. Any PCSEA member who has, at anytime in the past, lapsed in their EMT
certification and yet continued to receive stipend payments from the County under the premise that such certification was valid and up to date shall be required to pay back the County in full for such incorrect payments made to the member. This amount shall be withheld by the County from any retroactive payments that may apply after the ratification of this agreement.

ARTICLE 19

NEGOTIATIONS

A. Under the terms of this Agreement and pursuant to the Public Employees Fair Employment Act, the County and the Association shall negotiate collectively and in good faith in the determination of salaries and terms of conditions of employment in order to enter into a written and successor Agreement upon expiration of this Agreement.

B. Either party desiring to amend or extend this Agreement in whole or in part, shall present in writing, by certified mail to the other party, such request no later than July 15, 2002.

ARTICLE 19-A

MAINTENANCE OF OPERATIONS

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walkout or other illegal job action against the County, in
accordance with the provisions of this Agreement and the Taylor Law of the State of New York. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walkout or job action, it is covenanted and agreed that participation in any such activity by any Association member shall entitle the County to invoke any or all of the following alternatives:

1. Discipline including termination of employment of such employee or employees.

2. Any or all other actions authorized by law.

C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned or support any such action by any other employee or group of employees of the County. The Association will disavow any such action by its members and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as maybe necessary under the circumstances to bring about compliance with the Association order. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

D. Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.
ARTICLE 20

SEPARABILITY

A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement.

B. In the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that may be so in violation, shall be deemed of no force and effect and unenforceable.

C. Such unenforceability shall not impair the validity and enforceability of the rest of the Agreement, including any and all provision on the remainder of any clause, sentence, or paragraph in which offending language may appear.

ARTICLE 21

LEGISLATIVE ACTION AND RETROACTIVITY

A. 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.

B. All retroactive wage payments and other economic benefits will apply only to those employees on the payroll of the County on the date that the Legislature ratifies the Agreement. However, employees of this bargaining unit who have retired during the period of January 1, 2003 and through ratification of this agreement shall also be entitled to retroactive wage payments and other economic benefits.
ARTICLE 22

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates a complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 23

DURATION

A. This Agreement shall be in full force and effect as of January 1, 2003 and shall terminate at midnight on December 31, 2006.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day of , 200_ in Carmel, New York.

THE PUTNAM COUNTY DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION, INC.

BY: [Signature]

DATE: 4/24/09

PUTNAM COUNTY SHERIFF

THE COUNTY OF PUTNAM

BY: [Signature]

DATE: 4/29/09
APPENDIX "B"

COUNTY AND SHERIFF OF PUTNAM

REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE

1. I, , hereby request a decline and waiver of health insurance provided by the Employer for which I am presently eligible. I understand that I must be covered by another health insurance plan to, be eligible for waiver of Employer health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan:

Coverage provided by or through:
(Name of organization or employer)

Subscriber Number:

Attached to this form is a copy of the identification card for this health insurance plan.

2. In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for Employer provided health insurance coverage for which I and/or my dependents are now eligible for. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form to Request to Resume Health Insurance coverage, and to reestablish Employer provided health insurance coverage and that the effective date for resumption of Employer provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the Employer as to the health insurance carrier's present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier. I hereby acknowledge that this form is to be completed annually by me, during the open enrollment period, for the ensuing year.

3. I understand and agree that I will be compensated by the Employer for my waiver of health insurance coverage in accordance with the applicable terms of the collective bargaining agreement detailing this area between the Employer and DSBA.

4. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the Employer to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the Employer the necessary form to reestablish the health insurance coverage provided by the Employer in accordance with the requirements of the Employer's health insurance carrier. The effective date of reestablishment of my health insurance coverage shall be as provided by the Employer.
health insurance carrier. Upon resumption of my health insurance coverage through the Employer, the compensation I have received in connection with waiver of health insurance coverage, shall cease in accordance with the terms of the collective bargaining agreement by and between the Employer and DSBA.

Date:

Employee Signature ___________________________ Print Name ___________________________ Date

Employer Agent ___________________________ Print Name ___________________________ Date

cc: President, DSBA
APPENDIX "C"

COUNTY AND SHERIFF OF PUTNAM
REQUEST TO RESUME HEALTH INSURANCE COVERAGE

1. I, hereby request to re-establish of Employer provided health insurance which I had previously received from the Employer. I have attached a completed New York State Health Insurance Transaction Form which is required by the health insurance carrier.

2. I understand and agree that the effective date for resumption of Employer provided health insurance coverage is subject to and conditioned on the requirements of the Employer's health insurance carriers.

3. I understand and agree that the compensation which I have received in connection with the previously executed Request to Decline and Waive Health Insurance Coverage will be terminated upon re-establishment of Employer provided health insurance coverage in accordance with the applicable terms of the collective bargaining agreement by and between the Employer and DSBA.

Date.

Employee Signature ____________________________ Print Name ____________________________ Date

Accepted For The Employer:

Agent ____________________________ Print Name ____________________________ Date

cc: President, DSBA
April 29, 1997

STIPULATION OF AGREEMENT

COUNTY OF PUTNAM

and

PUTNAM COUNTY DEPUTY SHERIFFS' BENEVOLENT ASSOCIATION, INC.

It is agreed by and between the County of Putnam ("County") and the Putnam County Deputy Sheriffs Benevolent Association, Inc. ("DSBA"), hereinafter, the parties that:

1. All newly sworn officers shall receive Certified First Responder (CFR) certification within the employee's first year of employment. Any newly sworn officer who fails to become certified as a CFR within this time period shall have his/her services terminated. CFR is intended to define the level of EMS training as defined by the New York State Department of Health. It includes, but is not limited to, any modifications to that designation made by the New York State Department of Health. These could include alterations to the level of preparedness, skills required, procedures permitted, including for example, Defibrillations, if such procedure is ever permitted by the New York State Department of Health as a Certified First Responder skill.

2. All incumbent Deputy Sheriffs and Correction Officers shall be required to complete the necessary course and examination to become a New York State approved CFR. No current employee at the time of the signing of this Agreement shall have his/her services terminated for failure to successfully complete the CFR course, unless the employee willfully avoids taking said course, drops the course without consent of the Sheriff, or fails the course with the intention not to comply with this Agreement. Nothing in this section shall be construed as a waiver of any due process right(s) an officer may otherwise have under the contract or applicable state or federal law.

An unsuccessful attempt to become a CFR would be followed by additional attempts until passage occurs. The course and examination may be scheduled during the employee's work schedule. With the approval of the Sheriff or his designee, shifts may be swapped in order for the employee to attend the course or examination. The cost of tuition for the CFR course at the Putnam County Bureau of Fire and textbook costs shall be paid for by the County. However, the County may seek reimbursement for costs from the New York State Dept. of Health or any other governmental agency or charitable institution.
3. All Deputy Sheriffs and Correction Officers shall be required to maintain his/her certification as a New York State approved CFR throughout his/her employment with the County. Tuition and textbook costs connected with recertification shall be paid for by the County. However, the County may seek reimbursement for costs from the New York State Department of Health or any other governmental agency or charitable institution. Recertification as a CFR will be required for all employees during the duration of their employment. Failure to maintain the necessary certification is sufficient grounds for the County to seek the employee's termination of services. Nothing in this section shall be construed as a waiver of any due process right(s) an officer may otherwise have under the contract or applicable state or federal law.

4. Utilization of Emergency Medical Service (EMS) training by the Sheriff's Department Personnel:

A. It shall be the policy of the Sheriff's Department that individuals in the department with appropriate levels of EMS training as acknowledged by the New York State Department of Health credentials such as CFR, EMT, etc. shall normally practice their skills during the exercise of the official Sheriff's department duties for the purpose of saving life, reducing pain and suffering.

B. It is recommended but not required by this Agreement that members of the Sheriff's department join a local Putnam County Fire or Ambulance Corp. and volunteer their time to maintain and improve skills in EMS and related areas of emergency response capability.

C. For purposes of accomplishing these objectives, appropriate material for an EMS library shall be made available to all employees.

D. County vehicles utilized by certified personnel are to be equipped and sustained as follows:

1. EMS equipment and supplies are to be paid by the County;

2. EMS equipment to be stored in vehicle;

3. All EMS equipment and supplies are to be kept in operating order prior to the start of every shift.

E. Equipment at County Jail Facility - required EMS equipment and supplies will be provided by the County at the correctional facility as appropriate.
5. In the event that the CFR designation is subsequently abolished by the New York State Department of Health, or rendered obsolete, an equivalent curriculum of the newly designated level of training proposed by either the New York State Department of Health or by the County of Putnam shall continue in force. If a substitute level of training is proposed by the County of Putnam, such level of training shall be consistent in objectives to the original intentions of the Certified First Responder designation, or such New York State Department of Health designation as subsequently proposed, and required under the above language of this Agreement.

5: The County will follow the procedures outlined by the New York State Retirement System to effectuate the election of the improved pension benefit plans (as referred to in this Agreement) and to certify to the Comptroller periodically and at such intervals and times as may be required and in such fashion as may be prescribed. The County will elect the following special retirement plans pursuant to Article 14B of the Retirement and Social Security Law for the purpose of providing certified criminal law enforcement deputy sheriffs with improved pension benefit plan options, according to the following schedule:

<table>
<thead>
<tr>
<th>Plan Elected</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) 14B-25 Year with additional 1/60ths</td>
<td>Upon receipt of County Resolution by the NYS Retirement System after this settlement agreement is fully executed.</td>
</tr>
<tr>
<td>(B) 14B-20 Year</td>
<td>Five (5) Years After Implementation of A, provided a collective bargaining agreement or management policy is in existence with the Management employees of the Sheriff’s department.</td>
</tr>
<tr>
<td>(C) 14B-20 Year with additional 1/60ths</td>
<td>Ten (10) Years After Implementation of A, provided a collective bargaining agreement or management policy is in existence with the Management employees of the Sheriff’s department.</td>
</tr>
</tbody>
</table>

The County will elect the following special retirement plan pursuant to Sections 89-p and 603-1 of the Retirement and
Social Security Law for the purpose of providing an improved pension plan benefit plan option for correction officers.

Plan Elected

(D) 89-p and 602-1
(25 Year)

Effective Date

Upon Receipt of County Resolution by the NYS Retirement System after this settlement agreement is fully executed.

7. All employees who are eligible for the improved pension plan shall have his/her holidays reduced from thirteen (13) to twelve (12). It shall be in management's sole discretion to decide which holiday is eliminated.

8. Additional Certifications and Levels of EMS Training:

A. Provided that the Department of Labor determines that time spent attending classes to obtain EMT-D (Level I), EMT-I (Level II) and EMT-P (Level IV) certification is noncompensable, the following additional stipends will be paid to employees who attain and maintain their certifications:

<table>
<thead>
<tr>
<th>Certification</th>
<th>Stipend Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMT-D (Level I)</td>
<td>$2,000 per annum</td>
</tr>
<tr>
<td>EMT-I (Level II)</td>
<td>$4,000 per annum</td>
</tr>
<tr>
<td>EMT-P (Level IV)</td>
<td>$7,000 per annum</td>
</tr>
</tbody>
</table>

B. Stipends are to be pro-rated over the pay periods during the year and are to be paid as long as the member is employed by the County as a correction officer, deputy sheriff or dispatcher, and so long as the employee maintains the applicable certification. The cost of any tuition for the EMT-D (Level I), EMT-I (Level II) and EMT-P (Level IV) courses which are conducted and administered by the Putnam County Bureau of Fire, and the respective textbook costs associated with such courses, shall be paid for by the County when such courses are offered and administered by the Putnam County Bureau of Fire. However, the County may seek reimbursement for costs from the NYS Dept. of Health or any other governmental agency or charitable institution.

C. Any stipends paid to any member pursuant to this section of this Agreement shall not invalidate any prior Agreement, local law, or pay scale, nor shall it raise or lower the salary of any other employee of the Putnam County Sheriff's Department. Only one stipend for the highest level of attainment in A above shall be payable at any time. The stipends are not to be considered cumulative. Stipends are to be pro-rated in the initial
year of attainment from the payroll period after attainment through the end of such initial year.

6. This Stipulation of Agreement represents the full agreement between the parties.

Dated: 5/15/99

COUNTY OF PUTNAM
ROBERT BONDI, COUNTY EXECUTIVE

PUTNAM COUNTY DEPUTY SHERIFFS' BENEVOLENT ASSOCIATION, INC.

Dated: 05/14/99

VINCENT MARTIN, PRESIDENT
TO: All personnel

FROM: Sheriff Donald. B. Smith

SUBJECT: COMPENSATORY TIME
SWITCHES
FORCED OVERTIME

As a result of contract negotiations and discussions held by the compensatory time sub-committee on October 2, 2003, the Inter-Office Memorandum dated August 30, 2000 shall be amended and superseded as follows. The following provision shall be in effect from December 1, 2003 until November 30, 2004 unless incorporated into a collective bargaining agreement or amended by the sheriff.

Compensatory Time: A member may accumulate up to 96 hours of compensatory time per year. This limit shall be considered a “hard cap” mandating that the member utilize the compensatory during the calendar year. Any time not taken during the calendar year shall be converted to monetary compensation and paid to the member on or before January 31 of succeeding year. Compensation shall be paid at the rate specified in the agreement. Members are encouraged to submit requests with coverage prearranged. Requested dates without coverage will be posted and, if not filled, a member will be “forced” (see below).

Switches: Mutual shift switches are an agreement between two members of equal rank. Once a switch is made, the member accepting the switch assumes full responsibility for the shift. Members shall be permitted unlimited switches, subject to the following: members are discouraged from arranging “back to back” and “block” switches so as to work repeated double shifts or schedule long periods of time off. The Sheriff, or his designee, reserves the right to deny switches if the safety or soundness of the facility will be compromised. This includes
maintaining at least two officers on the "B" and "C" lines, and at least one officer on the "A" line who are available to work past their tour of duty for an additional eight hours.

**Forced Overtime:** The names of members on the shift will be listed in the order they were last forced to work overtime, starting with the oldest date on the "Forced Overtime Worksheet". Shift status will be used to establish the descending order in which each member will be offered overtime. Should all members decline offered overtime, the first member on the list will be "forced".

In all other respects, Department Rules and Regulations, Article 27, and the Inter-Office Memorandum of August 30, 2000 shall continue to apply.