# COLLECTIVE BARGAINING AGREEMENT

**BETWEEN**

**MONROE COUNTY**
**MONROE COUNTY SHERIFF**

**AND**

**THE MONROE COUNTY**
**SHERIFF PBA, Inc.**

**JANUARY 1, 2000**
**TO**
**DECEMBER 31, 2003**

## ARTICLE 1
## PREAMBLE

**1.1** This agreement entered into by Monroe County and the Monroe County Sheriff (hereinafter referred to as the Employer) and the Monroe County Sheriff Police Benevolent Association, Inc**.** (hereinafter referred to as the Union) declares it to be their mutual policy that in order to promote harmonious labor relations between the Employer and the Union representing certain of its employees for the establishment of an equitable and orderly procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other terms and conditions of employment, the principle of collective bargaining is to be employed pursuant to the New York State Public Employees' Fair Employment Act. Both parties to this agreement affirm that if public employment is to be regarded as a lifelong career, the terms, conditions of employment, and working conditions shall be of the highest to attract and maintain employment with the Monroe County Sheriff's Office the highest caliber and best personnel available. It is further affirmed that all employees covered by this agreement shall at all times endeavor to be courteous and efficient representatives of the Sheriff's Office and Monroe County, realizing that they are under the constant scrutiny of the public at large and they are performing an essential service private enterprise cannot undertake.

**1.2** It is also declared that there will be full cooperation between the Employer and the Union for purposes of implementing the Monroe County Affirmative Action Policy, with the understanding that in the event of a conflict between such policy and the express provisions of this agreement, the contractual provisions shall prevail.

**1.3** In the event a problem arises with respect to any Affirmative Action Program, the Employer and the Union will consult with each other in a sincere effort to resolve such problem.

**1.4** The Employer understands that the provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to their age, sex, marital status, race, color, creed, national origin, or political registration.

**1.5** Employees covered by this agreement shall have every right to take active part in the affairs of any lawful political party or movement except that employees shall be required to adhere to the policy memorandum issued by the Sheriff on January 7, 1974, and to the rules and regulations of the department in effect as of the effective date of this agreement.

## ARTICLE 2
## RECOGNITION

**2.1.1** Pursuant to the voluntary recognition by the Monroe County Legislature on October 13, 1998 and the Monroe County Executive, John Doyle, on October 23, 1998 (Case No. 4772, File No. 98-159) the employer hereby recognizes the Monroe County Sheriff Police Benevolent Association, Inc. as the sole and exclusive representative for all employees in the collective bargaining unit as set forth below, and in any other classification which may be mutually agreed upon by the parties in writing, or set forth in a determination made by the New York State Public Employment Relations Board, and excluding all seasonal and part-time employees and all other employees.

**2.1.2** A part-time employee shall be defined as one who is regularly scheduled to work twenty-five (25) hours or less per week.

**2.1.3** A seasonal employee is defined as one who is employed for a specific portion of a year only. The Sheriff agrees that a seasonal employee will not be used to displace a full-time Deputy except under extraordinary circumstances.

**2.2 Collective Bargaining Unit**

**2.2.1** The following shall comprise the collective bargaining unit:

| Grade | Title |
|---|---|
| 70 | Deputy Sheriff Patrol |
| 72 | Deputy Sheriff Sergeant Patrol |
| 72 | Deputy Sheriff Investigator |
| 73 | Deputy Sheriff Sergeant Investigator |

**2.2.2** All members of the bargaining unit shall be deputized.

**2.3.1** It is the intention of the parties that the basic structure of each job title and classification will be adhered to by the Department; however, while it is understood that the maintenance of job classifications and specifications for such jobs is the function and responsibility of the Employer, under no circumstances may any new job classification be added to the list of job titles within the bargaining unit, or changes be made in the specifications for any position, until such changes have been discussed with the Union, including consideration of any proposed new salary or wage structure. Upon consultation with the Union, the Employer may then designate the new job classification and rate structure or new or changed specifications for the positions; however, should the Union not agree that the salary or wage rates for the position are proper, it shall have the right to process the matter as a grievance under the grievance procedure of the contract.

**2.3.2** Upon ratification of the agreement, Patrol Sergeants may perform the duties of Investigator Sergeants. The position of Investigator Sergeant shall be abolished by attrition.

## ARTICLE 3
## MANAGEMENT RIGHTS

**3.1.1** The Sheriff retains the right to manage its services and direct the working force, to decide the number and location of its service operations, the service operations to be conducted and rendered, and the methods, processes and means used in operating its services and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its services, to maintain order and efficiency in all its operations, including the right to discipline, suspend and discharge employees for just cause, to hire, layoff, assign, transfer, promote, and determine the qualifications of employees, to determine the work schedule of the various bureaus, and to determine the starting and quitting time, and the number of hours to be worked, subject only to and in accordance with such provisions governing these rights as are expressly set forth in this agreement or as provided by law.

**3.1.2** The foregoing rights of the employer are not all inclusive, but indicated the type of matter or rights which are inherent to the employer. All rights, powers and authority the employer had prior to entering into this agreement are retained by the employer, except as expressly abridged, delegated, granted, or modified by this agreement.

**3.1.3** Unless specifically limited by provisions of this agreement, the Sheriff retains all of his statutory and common law prerogatives in respect to the exercise of his authority.

**3.1.4 Violation of Probation Warrant Program**

The parties agree that a program for the service of violation of probation warrants by Monroe County Probation officers may be initiated by the County of Monroe to supplement the work of the Monroe County Sheriff's Office Warrant Squad. The program shall be subject to the following limitations:

a. The probation officers assigned to the program shall, in supplementing the work of the Sheriff's Office Warrant Squad, serve V.O.P. Warrants.

b. No more than 6 employees with probation officer titles shall be assigned to the program to supplement the work of the Sheriff's Office Warrant Squad.

## ARTICLE 4
## UNION RIGHTS

### 4.1 Pledge Against Coercion

**4.1.1** The Employer agrees that this agreement shall apply equally to all employees. The Employer agrees not to interfere with the rights of the employees to become members of the Union and there will be no discrimination, interference, restraint, or coercion practiced by the Employer or the Union against any employee because of Union membership or non-membership or because of such employee's union activity in an official capacity.

### 4.2 Aid to other Unions

**4.2.1** The Employer agrees there will be no aid, promotion or financing of any other labor organizations which purport to represent the employees in this bargaining unit and that any such activities on the part of the Employer or its agents is prohibited.

### 4.3 Notification of New Employees

**4.3.1** The Employer agrees to submit to the Union, each month, a list of any new employees hired, the bureau or activity in which they are working or will work, their home addresses and the status of their employment as to whether they are seasonal or permanent.

### 4.4 Access to Premises

**4.4.1** The Employer agrees to permit representatives of the local union, on an exclusive basis, to enter the premises of the Employer at any time for the discussion of working conditions, processing of grievances and communicating with other officers and stewards of the Union.

**4.4.2** Such access to the premises shall not be allowed unless prior approval has been given by the Sheriff or designated command personnel, and also providing that such representatives abide by the security provisions promulgated by the Sheriff.

**4.4.3** The Employer shall provide meeting space to the Union during non-working hours, upon request from the President of the union or his designee, in facilities owned by the Employer, provided that the union agrees to reimburse the Employer for any additional expenses incurred by the Employer which would not have been incurred had the space not been made available.

**4.5 Bulletin Boards**

**4.5.1** The employer agrees to provide 3' by 3' bulletin boards for the exclusive use of the Union, to post notices and other information at each of the following locations:

Headquarters
Patrol Zones A, B, C
C.I.D.
Airport

**4.5.2**

Any notices posted on bulletin boards must be signed by an authorized representative of the Union. Any unsigned postings will be removed by the Sheriff or his designee.

**4.6 Printing and Distribution of Agreement**

**4.6.1** Six hundred (600) copies of this agreement shall be printed, the cost of which shall be shared equally between the parties hereto. The Union shall retain three hundred fifty (350) copies and the County shall retain two hundred fifty (250) copies.

**4.7 Distribution of Union Literature**

**4.7.1** The Employer shall permit a reasonable amount of the Union's literature to be distributed through the inter-unit mailing system maintained by the Sheriff's Office.

**4.8 Union Dues Deductions and Other Deductions**

**4.8.1** The Employer shall accord the Union separate deductions on its payroll for membership dues certified by the Union as authorized by the employees on a payroll deduction authorization and membership card provided by the Union for that purpose to the County Personnel Department. The Employer shall also accord the Union a minimum of two separate deductions on its payroll for the Insurance Plans of the Union.

**4.8.2** Effective upon execution of this agreement, the County shall deduct from the wages of each employee who is not a member of the Union an Agency Shop fee equivalent to the regular dues levied by the Union, in accordance with the provisions of Section 208 (3)(b) of the Civil Service Law, and to remit such Agency Shop fees in accordance with Section 4.8.3 of this agreement.

**4.8.3** The aggregate total of all Union dues deductions and the aggregate total of all insurance deductions shall be remitted separately each payroll period, together with a list of names of those employees from whom such deductions have been made to:

Monroe County Sheriff Police Benevolent Association, Inc.
P.O. Box 92253
Rochester, New York 14692

**4.8.3** Any changes in the amount of Union dues to be deducted must be certified by the Union in writing and forwarded to the Monroe County Department of Human Resources. Implementation of any such change shall be accomplished by the next payroll period, when possible.

**4.8.4** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or for the reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted by the Union to the Employer.

**4.8.5** Each member of the bargaining unit shall maintain an account with a financial establishment selected by the Union. The employer shall make direct deposits to this account as provided by this agreement.

## ARTICLE 5
## RULES AND REGULATIONS

### 5.1 Present Rules

**5.1.1** All employees shall comply with departmental rules and regulations which are not in conflict with this agreement.

**5.1.2** Departmental rules and regulations shall be uniformly applied and enforced. Any claim that a rule or regulation is arbitrary and/or capricious shall be subject to the grievance and arbitration procedure provided for in this agreement.

### 5.2 New Rules

**5.2.1** The Sheriff shall have the right to adopt additional rules and regulations provided that such proposed additional rules and regulations are not in violation of any specific or express provision of this agreement. The Sheriff agrees to submit a copy of the proposed rule or regulation to the Union at least ten (10) business days prior to the adoption of such rule or regulation. The Union shall have the right to grieve any rule or regulation deemed by it to be unreasonable.

**5.2.2** The Sheriff shall not issue a general order which shall be in violation of a specific and express provision of this agreement.

## ARTICLE 6
## OUTSIDE EMPLOYMENT

**6.1.1** No employee of the department shall be permitted to work at outside employment without the express written permission of the Sheriff, the Undersheriff, or their respective designees, in respect to each such outside employer. Any denial of an employee's request shall be in writing and shall not be arbitrarily or capriciously denied.

**6.1.2** Total hours of outside employment shall not exceed twenty (20) hours per week and shall not represent a conflict of interest, nor shall such outside employment conflict with the rules and regulations of the Sheriff's Office.

**6.1.3** No employee shall be permitted to utilize any County equipment for outside duty, with or without compensation, without the permission of the Sheriff.

## ARTICLE 7
## DEFENSE AND INDEMNIFICATION

### 7.1 Defense

**7.1.1** The County shall pay reasonable and necessary attorney's fees, disbursements, and litigation expenses, prevailing in the local legal community, incurred by an employee in his defense in a criminal proceeding in a state or federal court arising out of any act or omission that occurred, or allegedly occurred, while the employee was acting, or in good faith purporting to act, within the scope of his public employment. The employee in such instances shall be entitled to private counsel of his own choice, except that the County Attorney may require that appropriate groups of employees be represented by the same private counsel. This duty to pay for a defense in a criminal proceeding shall arise only upon the complete acquittal of the employee or the dismissal of all criminal charges against the employee. Attorney's fees, disbursements, and litigation expenses shall be submitted by the attorney within sixty (60) days after acquittal or dismissal to the County Attorney in the manner and form required by him, and shall be reviewed and approved by him prior to payment.

**7.1.2** The County shall provide for the defense of an employee in any civil action or proceeding in any state or federal court or administrative agency arising out of any act or omission that occurred, or allegedly occurred, while the employee was acting, or in good faith purporting to act, within the scope of his public employment. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or on behalf of the County.

The employee shall be entitled to be represented by private counsel when the County Attorney determines, or when a court of competent jurisdiction determines, that a conflict of interest exists. The County Attorney may require that appropriate groups of such employees be represented by the same counsel. Reasonable and necessary attorney's fees, disbursements, and expenses, prevailing in the local legal community, shall be submitted promptly each month, in the manner and form required by the County Attorney, and shall be paid every 30 days during the pendency of the action.

**7.1.3** Disputes under this Article concerning whether the employee was acting, or in good faith purporting to act, within the scope of his public employment shall be resolved under the grievance-arbitration procedure.

### 7.2 Indemnification

**7.2.1** The County of Monroe shall indemnify and save harmless an employee in the amount of any judgment obtained against the employee in any state or federal court or administrative agency or in the amount of any settlement of a claim, provided that the act or omission from

which such judgment or settlement arose occurred while the employee was acting, or in good faith purporting to act, within the scope of his public employment.

An employee represented by private counsel shall cause to be submitted to the County Attorney for his approval any proposed settlement which is subject to indemnification by the County. Such approval shall not be unreasonably withheld.

**7.2.2** Indemnification for punitive damages shall be made pursuant to General Municipal Law, Section 50-j, and only in the manner established pursuant to said statute.

**7.3 Accountability**

**7.3.1** The duty to defend or indemnify and save harmless shall be conditioned upon delivery to the County Attorney of the original or a copy of any notice of claim, summons, complaint, process, notice, demand, or pleading within five (5) business days after the employee is served with such document and the full cooperation of the employee in the defense of such action or proceeding. The County Attorney's Office shall, upon delivery of the aforementioned document(s) and upon the request of the employee, issue a receipt to the employee. In addition, the employee shall deliver a copy of such documents to the Sheriff's Counsel when the documents are delivered to the County Attorney.

**7.3.2** An employee involved in any incident which may be the subject of litigation must cooperate with the County Attorney's Office and the Sheriff's legal counsel in all respects. Such employee must respond promptly to letters and must appear for interviews, hearings, and examinations as requested by the County Attorney's Office or its retained counsel.

**7.3.3** If such employee fails to cooperate without a justifiable excuse, the County shall be relieved of its obligation to defend and indemnify such employee.

**7.3.4** In the event that such employee is being represented by private counsel, any such contact with the employee must be made through such private counsel.

**7.3.5** Upon receipt of any notice of claim and/or summons and complaint naming an employee as a party, the County shall, within five (5) business days, advise the employee of the existence of such documents and provide copies to the employee upon request.

## ARTICLE 8
## COMPENSATION

**8.1 Salaries**

**8.1.1** All employees coming on the payroll of the County shall be hired at Step "X" of the salary schedule. An employee commencing at Step "X" of the salary schedule shall, upon satisfactory completion of a seven (7) month period, be upgraded to Step "A" of the salary schedule.

**8.1.2** Effective with the first payroll period following the completion of fourteen (14) months of satisfactory service, such employee shall be upgraded to Step "B" of the salary schedule.

**8.1.3** Effective with the first payroll period following the completion of two (2) years' satisfactory service, such employee shall be upgraded to Step "C" of the salary schedule.

**8.1.4** Effective with the first payroll period following the completion of three (3) years' satisfactory service, such employee shall be upgraded to Step "D" of the salary schedule.

**8.1.5** Effective with the first payroll period following the completion of four (4) years' satisfactory service, such employee shall be upgraded to Step "E" of the salary schedule.

**8.1.6** The Sheriff may hire an employee at a step higher than Step "X" when such action is justified by the employee's qualifications. Any such action by the Sheriff in this regard shall be grievable and arbitrable. Any employee hired at a salary grade higher than Step "X" shall only receive future increments on a yearly basis.

**8.1.7** When an employee is promoted to a job title having a higher salary range, such employee shall, upon promotion, be paid the salary step in the higher pay group which is immediately above the salary being received in the old title, plus one additional step. Future pay increments will become effective upon the anniversary date of such employee's promotion to the higher position. An employee who moves to a new title without a change in pay group shall, for purposes of increment evaluation, retain his anniversary date prior to the title change.

**8.1.8** Effective with the first payroll period of 2000, the following wage adjustments shall be made first to the baseline schedule: group 70, step E shall be $45,079; group 72, step E shall be $52,048; and, group 73, step E shall be $55,952. The longevity schedules shall be adjusted accordingly. Then, also effective with the first payroll period of 2000, all bargaining unit members shall receive a three and one-half percent (3.5%) wage increase.

**8.1.9** Effective with the first payroll period of 2001, all bargaining unit members shall receive a four percent (4%) wage increase.

**8.1.10** Effective with the first payroll period of 2002, all bargaining unit members shall receive a three and two-tenths percent (3.2%) wage increase, except that salary steps X and A in all pay groups shall not be increased.

**8.1.11** Effective with the first payroll period of 2003, all bargaining unit members shall receive a theee and two-tenths percent (3.2%) wage increase, except that salary steps X and A in all pay groups shall not be increased**.**

**8.1.12** The salaries applicable to the classifications covered by this agreement shall be as set forth in the appendices of this agreement.

**8.2 Payroll Periods**

**8.2.1** The parties agree that all employees shall be paid in at least twenty-six (26) payroll checks during the course of the year, which shall be on the same day except when a holiday occurs on the pay day, in which case payment shall be made on the day preceding the holiday.

**8.3 Longevity Service Pay**

**Effective with the first payroll periods of 2000 and 2002, the Longevity Service Pay shall be increased by one-half percent (0.5%) in each year for each longevity level. Effective with the first payroll period of 2003, the Longevity Service Pay shall be increased by one percent (1%) for each longevity level. These changes are reflected below.**

**Effective with the first payroll period of 2000, 8.3.1 thru 8.3.5 shall be amended to read as follows.**

**8.3.1** All employees covered by this agreement who have given five (5) years of continuous service based upon anniversary date of employment shall have their hourly rate increased by three and one-half percent (3.5%).

**8.3.2** All employees covered by this agreement who have given ten (10) years of continuous service based upon anniversary date of employment shall have their hourly rate increased by four percent (4%).

**8.3.3** All employees covered by this agreement who have given fifteen (15) years of continuous service based upon anniversary date of employment shall have their hourly rate increased by four and one-half percent (4.5%).

**8.3.4** All employees covered by this agreement who have given twenty (20) years of continuous service based upon anniversary date of employment shall have their hourly rate increased by five percent (5%).

**8.3.5** The above increases shall take effect in the pay period following the employee's anniversary date.

**Effective with the first payroll period of 2002, 8.3.1 thru 8.3.5 shall be amended to read as follows.**

**8.3.1** All employees covered by this agreement who have given five (5) years of continuous service based upon anniversary date of employment shall have their hourly rate increased by four percent (4%).

**8.3.2** All employees covered by this agreement who have given ten (10) years of continuous service based upon anniversary date of employment shall have their hourly rate increased by four and one-half percent (4.5%).

8.3.3 All employees covered by this agreement who have given fifteen (15) years of continuous service based upon anniversary date of employment shall have their hourly rate increased by five percent (5%).

**8.3.4** All employees covered by this agreement who have given twenty (20) years of continuous service based upon anniversary date of employment shall have their hourly rate

increased by five and one-half percent (5.5%).

8.3.5 The above increases shall take effect in the pay period following the employee's anniversary date.

**Effective with the first payroll period of 2003, 8.3.1 thru 8.3.5 shall be amended to read as follows.**

**8.3.1** All employees covered by this agreement who have given five (5) years of continuous service based upon anniversary date of employment shall have their hourly rate increased by five percent (5%).

8.3.2 All employees covered by this agreement who have given ten (10) years of continuous service based upon anniversary date of employment shall have their hourly rate increased by five and one-half percent (5.5%).

**8.3.3** All employees covered by this agreement who have given fifteen (15) years of continuous service based upon anniversary date of employment shall have their hourly rate increased by six percent (6%).

**8.3.4** All employees covered by this agreement who have given twenty (20) years of continuous service based upon anniversary date of employment shall have their hourly rate increased by six and one-half percent (6.5%).

**8.3.5** The above increases shall take effect in the pay period following the employee's anniversary date**.**

**8.4 Shift Premium**

**8.4.1** An employee whose major part of the working day falls between the hours of 6:00 P.M. and 6:00 A.M. on a regular basis shall be paid two and one-half percent (2.5%) of the employee's hourly rate per hour shift premium for all hours worked on such shift. The major part of a working day is defined as fifty percent (50%) or more of the employee's hours.

**8.4.2** Shift premium shall be excluded from the regular rate of pay for the purpose of calculating overtime, unless otherwise mandated under the Fair Labor Standards Act (FLSA).

**8.5 Roll-Call Briefing Pay**

**8.5.1** In recognition of the fact that all members of the bargaining unit are required to assemble for a briefing fifteen (15) minutes prior to the beginning of their tour of duty, payment for roll call shall be made.

Members holding the titles Deputy Sheriff Sergeant Patrol shall be paid sixty-eight dollars ($68) per pay period.

Members of the bargaining unit holding titles other than those listed above shall be paid forty dollars ($40) per pay period.

Roll call payments shall be automatically deposited into the Employee's direct deposit account as provided by Section 4.8.5 of this agreement.

It is further agreed that the roll call payments shall not be diminished, notwithstanding the fact that the Sheriff may, during the life of this agreement, no longer require members to stand roll call.

**8.6 Education Incentive Pay**

**8.6.1** Effective with the first payroll period of 2001, each employee who has an Associates Degree or Bachelors Degree shall receive an additional two percent (2%) added to their base pay. The Educational Incentive Pay shall be paid in the payroll period following the submission of proof of such degree by the employee to the Chief Deputy.

Retroactive Educational Incentive Pay for 2001 shall be paid to current employees provided that such employees submit proof of such degree to the Chief Deputy by April 1, 2001.

**8.7 K-9 Handler Incentive**

**8.7.1** The parties recognize and agree that effective performance of Deputies as a K9 handler requires a handler to care for and maintain a police dog; and, the parties recognize and agree that time spent caring for and maintaining a police dog will include time spent by a handler on such activities outside of normal duty hours.

The parties agree to compensation to the handler for the time spent caring for and maintaining a police dog outside normal duty hours. It is agreed:

1. The parties agree that one hour per day is fair, reasonable and realistic estimate of the amount of time normally required for normal care and maintenance of a police dog and related activities outside of normal duty hours, on a 'day in , day out" basis, exclusive of time which may be spent by a handler on specialized police K9 training.

2. For each day in which the employee noted above is a K9 handler and responsible for taking care of and maintaining a police dog on behalf of Monroe County and the Monroe County Sheriff's Office, Monroe County and the Monroe County Sheriff's Office shall pay the handler one hour's pay at time and one-half the minimum wage then in effect. This compensation is intended to include all routine care of the assigned police dog except specialized police K9 training, including but not limited to the feeding, bathing, brushing, routine training (other than specialized police K9 training), exercising, grooming, related cleaning of the dog's kennel and transport vehicle(s) and the handlers home, as well as similar activities performed by the handler at home on work days as well as on days off duty or during vacation or other leave periods.

3. The parties further recognize that there may be occasions when additional time is required to be spent by a handler for nonroutine care and maintenance of a police dog

outside of normal duty hours including any specialized police K9 training. In such event, the handler shall request additional compensation for such time in accordance with prescribed procedures and orders of the Sheriff. The handler shall submit the same for approval in writing from the Sheriff or his designee before the additional work is performed.

4. Nothing herein shall create or imply any right for any individual to remain a K9 handler. Whether any individual remains a K9 handler shall remain within the discretion of the Monroe County Sheriff, such discretion to be exercised in accordance with applicable laws including the collective bargaining rights of the parties if any.

## ARTICLE 9
## WORK WEEKS AND WORK SHIFTS

### 9.1 Workweek

**9.1.1** The "regular workweek" for employees of the Police Bureau shall consist of 4 days on and 2 days off (wheel), which shall average thirty seven and one half (37.5) hours per workweek. In the event that a position mandates a workweek other than the "regular workweek", the position shall be posted in accordance with Article 13 of this agreement.

### 9.2 Work Shifts

**9.2.1** The regular work shift of employees of the Police Bureau shall consist of eight (8) consecutive hours within a twenty-four (24) hour period, commencing from the employee's regular starting time, and including a paid lunch period of twenty (20) minutes. "Normal work shifts" shall be defined as assignment to one of the existing work shifts (platoons). All employees shall have a regular starting and quitting time. In units operating on a twenty-four hour basis (continuous operations), work schedules showing the work shifts and work days of all employees assigned to such units shall be posted.

**9.2.2** If the Sheriff determines that certain assignments require work hours other than the normal work shift, such assignments shall be posted in accordance with Article 13 of this Agreement.

**9.2.3** The Sheriff shall retain the right to modify the starting and quitting times of work shifts (platoons) for valid purposes of the department. The Union shall be notified of such changes no fewer than fifteen (15) calendar days prior to the proposed implementation date.

**9.2.4** An employee's work shift shall not be changed in an arbitrary or capricious manner, or be temporarily changed for the purpose of avoiding overtime payment, but may be temporarily modified due to abnormal circumstances which may prevail in the Department. (e.g. special investigations, programs, Departmental projects, training programs, schools voluntarily attended and public events.)

**9.2.5** In the event an employee's work shift is to be changed, the Sheriff agrees to give such employee a minimum of five (5) calendar days advance notice, except under emergency conditions. In any case where such advance notification is less than forty-eight (48) hours, the employee must be given the opportunity to work his regular shift at his overtime rate of pay.

**9.3 Shift Preference**

**9.3.1** A shift vacancy shall be defined as a shift opening which the Sheriff intends to fill, excluding positions filled by probationary employees on rotation assignment. Positions filled by probationary employees shall be considered shift vacancies upon completion of the probationary period.

**9.3.2** All shift vacancies shall be posted in accordance with Article 13 of this Agreement. Shift vacancies shall be filled with seniority being a factor, provided that there is no infringement upon the efficient operation of the department, and further provided that the employee's work performance is satisfactory to the Sheriff or his designee. For purposes of this Article, seniority shall be defined as the total length of service within the classification in which the shift vacancy exists.

**9.3.3** Any grievance processed as a result of a dispute arising over whether an infringement of efficient operation exists shall not be subject to arbitration.

**9.4 Substitution**

**9.4.1** The practice of substitution, where one employee voluntarily works for another, shall be permitted provided that such substitution does not impose additional cost to the department, is within rank only and is approved in advance by an appropriate supervisor. Neither the employer nor the department shall be held responsible for enforcing any agreement made between employees.

**9.5 In-Service Training**

**9.5.1** It is understood that during the course of each contract year, employees scheduled to work a "wheel" shall be required to engage in a maximum of thirty-two (32) hours of in-service training during non-duty times as designated by the Sheriff or his designee. In-service training time blocks shall be for a duration of at least four (4) hours.
Remuneration for training time shall be as follows:

The first sixteen (16) hours of such training time shall be paid at the rate of straight time the employee's base hourly rate.

The second sixteen (16) hours of such training time shall be paid at the rate of straight compensatory time off only.

**9.6 Credit Earning Rate**

**9.6.1** Credits shall be earned and taken at the rate of seven and one-half (7.5) hours per day

in respect to those employees who work an average of thirty seven and one half (37.5) hours per week.

## ARTICLE 10
## OVERTIME

### 10.1 Distribution

**10.1.1** Overtime shall be distributed as equitably as possible among qualified employees within the limits of practicability. Overtime vacancies shall be filled by volunteers, if available. Volunteers may be denied overtime that will exceed twenty four (24) hours of overtime work in the pay period. Overtime records shall be made available to employees within their work unit at reasonable times and to Union representatives upon reasonable notice.

### 10.2 Premium Pay

**10.2.1** Time and one-half (1 1/2) the employee's basic hourly rate ( or compensatory time at the rate of time and one-half (1 1/2) at the option of the employee given in writing) shall be paid for all work performed by employees in excess of forty (40) hours within the workweek. Hours worked between thirty-seven and one-half (37.5) and forty (40) hours within the workweek shall be paid for in compensatory time off.

**10.2.2** Any employee required to work more than four (4) hours overtime following his regular full workday shall be granted a paid twenty (20) minutes period for the purpose of eating, and an additional paid twenty (20) minutes for each subsequent four (4) hour period of overtime worked.

**10.2.3** Hours paid for but not worked for holidays, compensatory time off and vacations leave shall be counted as time worked for the purpose of calculating overtime. Sick leave time shall not be counted as time worked in the calculation of overtime.

**10.2.4** Compensatory time may be considered a manner of payment in lieu of overtime at the option of the employee, request for which must be made in writing and signed by the employee. Compensatory time off may be taken only with the authorization of the Sheriff or his designee.

**10.2.5** Overtime shall only be worked when authorized by the Sheriff or his designee.

**10.2.6** All overtime work shall be paid for no later than by the next regular payroll check. Compensatory time may be considered a manner of payment in lieu of overtime pay only at the option of the employee, authorization for which must be made in writing and signed by the employee.

### 10.3 Call-Out Pay

**10.3.1** Employees summoned to perform work outside of their regularly scheduled hours shall be paid time and one-half (1 1/2) their regular rate of pay (or compensatory time off at the rate of time and one-half (1 1/2) at the option of the employee given in writing) with a minimum guarantee of 2.7 hours at time and one-half (1 1/2). Such guarantee shall not apply to time worked immediately preceding the employee's regularly scheduled hours of work.

**10.4 Special Duty Call-Out**

**10.4.1** Deputies regularly assigned to the Scuba Squad, SWAT Team, Hazardous Devices Unit and Hostage Negotiations Team who are summoned to perform duty outside of their regularly scheduled hours, shall be paid time and one-half (1 1/2) their regular rate of pay (or compensatory time off at the rate of time and one-half (1 1/2) at the option of the employee in writing) with a minimum guarantee of four (4) hours at time and one-half (1 1/2).

## ARTICLE 11
## COURT APPEARANCE

**11.1 Minimum Guarantee**

**11.1.1** Deputies required to appear at court hearings, Grand Jury Hearings, or Motor Vehicle Bureau hearings, outside of regularly scheduled hours, shall be paid time and one-half (1 1/2) their regular rate of pay (or compensatory time off at the rate of time and one-half (1 1/2) at the option of the employee in writing) with a minimum guarantee of two (2) hours pay at time and one-half (1 1/2).

## ARTICLE 12
## JURY DUTY

**12.1.1** To meet an obligation as a citizen by serving on juries, an employee will be granted time off with pay for jury duty. Compensation received by the employee, except for mileage fees, will be paid by the employee to the County of Monroe.

## ARTICLE 13
## POSTINGS

**13.1 Procedure**

**13.1.1** Unless otherwise provided in this Article, all openings which the Department intends to fill shall be posted in accordance with this Article. Notices of vacancies shall be posted on Departmental Bulletin Boards for a minimum of ten (10) calendar days. Such postings shall list the position or positions which are vacant and the minimum qualifications required for the position(s). In the case of specialized assignments, the posting shall include the duration of the assignment, if applicable. Employees meeting the minimum qualifications may submit a written request to be considered for such position to the Bureau head, through the employee's immediate supervisor. A copy of the request form shall be returned to the employee documenting that the request has been received by the Bureau head.

**13.1.2** Temporary assignments shall be defined as assignments which shall not extend beyond forty-five (45) calendar days.

**13.1.3** In the event that a position is not filled within thirty (30) days of expiration of a posting, a new posting shall be made in accordance with this Article prior to filling such position.

**13.1.4** Postings shall not be required under the following circumstances:

Filling of temporary assignments as defined in this Article, provided however that no

employee shall remain more than forty-five (45) calendar days in a position which has not been posted;
In emergency situations;
With mutual agreement between the Union and the Sheriff; or
Where posting would be counterproductive to the assignment (e.g. clandestine operations).

## ARTICLE 14
## OUT-OF-TITLE WORK

### 14.1 Assignment

**14.1.1** Except in a bonafide emergency, no employee shall be required to assume the duties of a higher classification except when directed in writing by his supervisor. In the event such out-of-title service exceeds ten (10) aggregate days within a twelve (12) month period encompassing December 1st to November 30th, the employee will receive out-of-title pay for the balance of the assignment commencing with the expiration of the tenth day. Such payment shall be made in lump sum in the last pay period of the calendar year.

Any employee directed by his supervisor to assume the duties of a higher classification shall request such designation in writing. Failure to secure such designation in writing shall require the employee to submit a grievance promptly protesting the failure of a written designation.

**14.1.2** No supervisor shall assign an employee to out-of-title work, except in the event of a temporary vacancy in an authorized position.

### 14.2 Compensation

**14.2.1** Out-of-title pay shall correspond to the salary step in the higher title which is immediately above the salary being received by the employee in his permanent classification, plus one additional step.

**14.2.2** Temporary out-of-title assignments in a lower title shall not result in a salary reduction. Out-of-title assignments must be designated to the employee in writing, setting forth the commencement date of the out-of-title assignment.

**14.2.3** Any other claim by an employee that he is working out-of-title shall be processed with the Sheriff in a request for a job evaluation.

## ARTICLE 15
## LATERAL ASSIGNMENTS, PROMOTIONS AND SPECIALIZED ASSIGNMENTS

### 15.1 Lateral Assignments

**15.1.1** Lateral assignments shall be defined as assignments to work locations within the same bureau, requiring the same job duties.

**15.1.2** Openings classified as lateral assignments shall be posted in accordance with Article 13 of this Agreement.

**15.1.3** Lateral assignments shall be filled with seniority being a factor, provided that there is no infringement upon the efficient operation of the department, and further provided that the employee's work performance is satisfactory to the Sheriff or his designee. For purposes of this Article, seniority shall be defined as the total length of service within the classification in which the shift vacancy exists.

**15.1.4** Any grievance processed as a result of a dispute arising over whether an infringement of efficient operation exists shall not be subject to arbitration.

**15.1.5** An employee's assignment shall not be changed in an arbitrary or capricious manner.

**15.2 Promotions**

**15.2.1** Promotions shall be defined as an increase in rank or pay grade.

**15.2.2** All promotional opportunities shall be posted in accordance with Article 13 of this Agreement. In cases where promotional opportunities are based upon a testing process, posting of the testing process shall be made in accordance with Article 13 of this Agreement.

**15.3 Specialized Assignments**

**15.3.1** Specialized assignments shall be defined as those assignments, within a bureau, in which the employee performs specialized duties related to his/her job title. Specialized assignments may be full-time assignments, or may be additional duties performed in conjunction with a regular assignment.

**15.3.2** All specialized assignments shall be posted in accordance with Article 13 of this Agreement.

## ARTICLE 16
## CIVIL SERVICE EXAMINATIONS

**16.1.1** Employees shall be permitted the necessary time off, without any loss of time or pay, during their regular work hours so that they may participate in any open competitive examination held by the Monroe County Department of Civil Service or any promotional examination if promulgated by the Sheriff.

**16.1.2** Such time off shall be granted, provided the request for such time off is submitted at least two (2) weeks before the examination is scheduled.

## ARTICLE 17
## REDUCTION OF FORCE

**17.1 Layoff**

**17.1.1** Where, because of economy, consolidation, abolishment of functions, curtailment of

activities or otherwise, the Employer finds it necessary to reduce the work force, such reduction shall be made in accordance with the provisions set forth in this section. The Employer agrees to discuss with the Union any and all anticipated job abolishments as soon as possible prior to a final decision to engage in job abolishments.

**17.1.2** Employees subject to layoff shall be given at least thirty (30) calendar days' notice prior to the date of layoff. Seasonal or part-time employees within the bureau affected shall be the first to be laid off. If additional layoffs are necessary, newly hired probationary employees within the bureau affected shall then be laid off in inverse order of seniority.

**17.1.3** If further layoffs are necessary, then permanent employees within the bureau affected shall be laid off in the inverse order of seniority.

**17.1.4** When a permanent employee is laid off due to a reduction in the work force, such employee may displace another employee within the same department bureau serving in a lower classification within the bureau, or to a classification previously held in another bureau, providing the displacing employee has greater seniority than the employee whom he displaces, and further providing the employee is able to perform the work required.

**17.1.5** An employee subject to layoff shall have the right to reject an appointment in a lower title and accept a layoff.

**17.1.6** Laid off employees shall be placed on a recall list in the order of their seniority. The recall rights of employees shall expire four (4) years from the date of layoff. Written notice of expiration of recall rights shall be sent by registered or certified mail to the employee's last know address.

**17.1.7** For purposes of this article, seniority shall be defined as total length of service within classification.

**17.2 Recall from Layoff**

**17.2.1** When the work force is increased after a layoff, employees shall be recalled by classification according to their seniority, such notice of recall being sent to each employee being recalled at his last known address by registered or certified mail. The Union shall be notified at the same time the employees are being notified. Any employee who fails to report to work within ten (10) business days from the date of mailing of notice of recall shall be terminated unless extenuating circumstances make it impossible for an employee to comply. It is understood that no new employees will be hired until all employees on layoff have been recalled.

**17.2.2** For purposes of this article, seniority shall be defined as total length of service within classification.

## ARTICLE 18
## PAID LEAVES OF ABSENCE

### 18.1 Bereavement Leave

**18.1.1** An employee covered under this agreement shall be granted a maximum of four (4) working days with pay due to death in the immediate family. The immediate family shall include spouse, children or step-children, brother or step-brother, sister or step-sister, parent or step-parent, person occupying the position of parent of the employee or of the employee's spouse, grandparents and grandchildren, father-in-law, mother-in-law, or any relative who is an actual member of the employee's household. This absence must be reported to an appropriate supervisor on the first (1st) day of absence.

**18.1.2** An employee covered under this agreement may request compensatory, vacation or floating holiday credits to attend services for relatives not included above. Such requests shall not be unreasonably denied.

**18.1.3** The Sheriff or his designee may request that the employee submit a notice of death or other evidence attesting to the validity of the absence.

### 18.2 Sick Leave

**18.2.1** Sick leave is earned and posted at the rate of one (1) day per month of service, up to two hundred twenty-five (225) days maximum. Sick leave is neither earned nor posted when the employee is at this maximum. If sick leave credits are exhausted, existing vacation credits can be applied toward days absent due to illness or injury.

**18.2.2** Sick leave constitutes absence for reasons of illness or injury, dental optical or medical appointments, quarantine regulations and serious illness in the immediate family requiring care and attendance by the employee as certified by a physician, or when a physician certifies that, because of the employee's exposure to contagious disease, his presence at his place of duty jeopardizes the health of others.

**18.2.3** Immediate family includes parents, person occupying the position of parent of the employee, or of the employee's spouse, spouse, children, brother, sister, grandparents, grandchildren or any relative who is an actual member of an employee's household.

**18.2.4** When absence is required under the provisions of sick leave, an employee or a person acting in his stead must notify the employee's supervisor of the reason at least one (1) hour prior to the commencement of the work day, or as soon thereafter as is possible. Failure to report within stated time limits without satisfactory reason shall cause the action to be considered leave without pay. Sickness during the working day must be reported to the Sheriff or his designee.

**18.2.5** Sick leave which extends three (3) or more consecutive working days shall be supported by a standard medical certificate completed by the attending physician only if the employee's supervisor has reasonable doubt as to the validity of the employee's absence. The medical certificate shall, upon request, be submitted to the employee's supervisor.

**18.2.6** When sick leave is used for three (3) or more consecutive days because of illness in

the immediate family, a certificate by the attending physician covering the nature of the illness and need for the employee to be in attendance of the relative may be required upon reasonable doubt of the supervisor as to the validity of the absence.

**18.2.7** The Sheriff may verify the validity of any sick leave absence in accordance with departmental regulations.

An employee on extended sick leave in excess of three (3) days shall be required to notify his supervisor of any instance in which he will not be reachable for one (1) full day or longer at his residence, and where he will be during such absence from his residence.

**18.2.8** Failure to submit evidence of illness when required will cause the absence to be considered as time off without pay.

**18.2.9** If an employee is required to report to the Sheriff's Physician for return-to-work clearance or to verify the validity of sick leave, in accordance with departmental orders, the employee shall schedule an examination with the Sheriff's Physician. The employee shall make the appointment at a time mutually agreed upon between the employee and the Sheriff's Physician. The employee shall have the right to schedule the appointment during his normal working hours. For any such examination, the employee shall not be entitled to any additional compensation.

**18.3 Half-Pay Sick Leave**

**18.3.1** Employees who have been employed for one (1) year or more shall be entitled to half-pay sick leave for a maximum period of three (3) months under the following conditions:

1. Employee has exhausted all available leave time;
2. The employee is subjected to an unpaid waiting period of ten (10) working days; and
3. The employee has not abused the sick leave privileges during his term of employment.

**18.3.2** Employees who have been employed for two (2) years or more shall be entitled to half-pay sick leave for a maximum period of six (6) months under the following conditions:

1. The employee has exhausted all available leave time;
2. The employee is subjected to an unpaid waiting period of five (5) working days; and
3. The employee has not abused the sick leave privileges during his term of employment.

**18.3.3** Employees who have been employed for three (3) years or more shall be entitled to half-pay sick leave for a maximum period of six (6) months under the following conditions:

1. The employee has exhausted all available leave time;
2. The elimination of an unpaid waiting period; and
3. The employee has not abused the sick leave privileges during his term of employment.

**18.3.4** It is understood that the foregoing half-pay provision applies to the employee only and may be granted not more than once during any twelve (12) month period.

**18.3.5** Sick leave at half-pay shall not be unreasonably denied; challenges to an unreasonable denial of half-pay sick leave shall be processed through the grievance procedure, commencing at Step 2.

**18.3.6** If a grievance is not resolved at Step 2 or Step 3 of the grievance procedure, the case shall be presented to the County Executive for final determination. The parties agree that a grievance in respect to half-pay sick leave shall not be arbitrable. When the case is presented to the County Executive for determination, a Union representative shall be allowed to participate in such presentation.

**18.3.7** Upon the recommendation of the Sheriff and the approval of the County Executive, an extension of half-pay sick leave may be granted.

**18.4 Maternity Leave**

**18.4.1** An employee who is pregnant may continue working as long as she and her physician feel she can adequately perform her work. However, the Sheriff shall retain the right to temporarily reassign such employee if he deems it appropriate. In maternity cases, the employee will be allowed to use her accrued vacation and compensatory time credits during the non-disability period of maternity leave.

**18.4.2** A pregnancy related disability shall be treated in the same manner as any other non-occupational disability in respect to sick leave benefits, except that pregnancy related disability shall be certified by the attending physician prior to the payment of sick leave benefits to which the employee may be entitled.

**18.4.3** The employee has the right to be reinstated in a similar position of equivalent pay within six (6) months of the granting of maternity leave subject to the written approval of her attending physician.

**18.4.4** An employee on maternity leave may choose to receive no pay for any number of days leave within the six-month leave period. In such case, the employee shall continue to accrue leave credits and receive medical and dental insurance coverage only for the amount of time that the full-time use of credits would have covered.

**18.5 Military Duty Leave of Absence**

**18.5.1** If an employee is required to render Military Duty, he shall be granted a Military Leave of Absence pursuant to Section 243 of the Military Law of the State of New York.

**18.5.2** Consistent with Section 242 of the Military Law of the State of New York, members of the National Guard or the Reserve of the Army, Navy, Marine Corps, Air Force or Coast Guard will be granted a Military Duty Leave of Absence up to thirty (30) working days in a calendar year with pay.

**18.6 Union Training Leave**

**18.6.1** The Employer agrees to permit Union Board members who are designated to attend

labor relations training to attend such training without loss of time or pay, provided that a request for such leave is made by the Union to their bureau head no less than ten (10) working days prior to the date that the training is scheduled**.**

**18.6.2** Attendance in respect to the foregoing functions shall be limited to fifteen (15) man days per year**.**

## ARTICLE 19
## UNPAID LEAVES OF ABSENCE

### 19.1 Union Leave

**19.1.1** Employees elected to any Union office or selected by the Union to do work which takes them from their employment as Deputy Sheriffs of the Monroe County Sheriff's Office at the written request of the Union may be granted a leave of absence without pay with the approval of the Sheriff for the period of time requested, not to exceed one (1) year.

### 19.2 Extended Sick Leave Without Pay

**19.2.1** If an employee is ill for a prolonged period of time and because of such long period of absence he has exhausted all of his paid leave credits, including the half-pay benefits provided by this agreement, such employee, upon request, may be granted an extended sick leave of absence without pay, provided that the employee has submitted a physician's statement certifying the nature of the employee's illness and when the employee will be able to return to work. Extended sick leaves of absence without pay may be granted up to one (1) year, but no more than once during each four (4) years of continuous service.

### 19.3 Educational Leave

**19.3.1** Subject to the prior approval of the Sheriff, leave without pay may be granted for the purpose of acquiring educational training. A written request for educational leave must be made to the Sheriff. Approval of the leave may be granted upon recommendation of the County Executive. Educational leave without pay for a period not to exceed one (1) year may be granted for the purpose of obtaining educational training.

**19.3.2** In certain cases where educational leave with pay is desired, a written request must be approved by the Sheriff, The Executive Director of Civil Service/Personnel and the County Executive. A student may not earn leave credits during this time. A person requesting educational leave with pay must sign a statement promising to work for the Employer a length of time equal to his educational leave with pay after finishing his studies.

### 19.4 Other Leaves of Absence

**19.4.1** A written request for a leave of absence without pay for reasons not cited in this agreement must be submitted to the Sheriff. Upon his recommendation, and approval of the Executive Director of Civil Service/Personnel, such leave may be granted by the County Executive for no more than one (1) year.

## ARTICLE 20
## HOLIDAYS

### 20.1 Recognized and Observed

**20.1.1** The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

and a floating holiday which may be taken at a time mutually agreed to between the employee and the Sheriff or his designee. To receive a floating holiday during any year, the employee must have been hired prior to pay period 21 of that year. If the employee does not utilize the floating holiday by December 1 of each year, such floating holiday shall be included for payment pursuant to Section 20.1.6 of the collective bargaining agreement.

**20.1.2** All employees shall be entitled to holiday pay.

**20.1.3** The day of observance of the above-stated holidays shall be in accordance with the observance prescribed by State law.

**20.1.4** All employees in the bargaining unit will be paid for holidays in the pay period during which the holiday falls. Floating holidays for all employees shall be paid in pay period 24. Such holiday payment shall be deposited into each employee's account as provided in section 4.8.5.

**20.1.5** Any employee desiring compensatory time off in lieu of payment shall notify the Sheriff in writing prior to the end of the pay period during which the holiday occurs**.**

## ARTICLE 21
## VACATION

### 21.1 Vacation Allowance and Eligibility

**21.1.1** A full-time employee will earn a paid vacation allowance determined by length of service as hereinafter prescribed. Vacation time taken shall only be granted when approved by the Sheriff or his designee in accordance with the procedures set forth herein.

**21.1.2** Accumulation of vacation credits is allowed up to a maximum of forty (40) working days. Vacation credits are neither earned nor posted when an employee is at his maximum. Vacation earned will be granted and posted on the following schedule:

FIRST AND SECOND YEAR: Starting with the first (1st) month and ending with the twenty-fourth (24th) month, five sixth (5/6) days vacation credit shall be earned and posted for each month employed. This is at an annual rate of ten (10) days per year.

THIRD YEAR TO NINTH YEAR: After two (2) years of service, starting with the twenty-fifth (25th) month and ending with the ninety-sixth (96th) month, of service, one and five-twelfths (1 5/12ths) days per month shall be earned and posted per month. This is at an annual rate of seventeen (17) days vacation per year.

NINTH YEAR TO THE FIFTEENTH YEAR: After nine years of service, starting with the ninety-seventh (97th) month and ending with the one hundred sixty-eighth (168th) month, 1 1/2 days per month vacation shall be earned and posted. This is at an annual rate of eighteen (18) days vacation per year.

FIFTEENTH YEAR AND OVER: Commencing with the one-hundred sixty-ninth (169th) month of service, two (2) days per month vacation shall be earned and posted. This is at an annual rate of twenty-four (24) days vacation per year.

**21.2 Choice of Vacation Periods**

**21.2.1** Vacation requests shall be honored on the basis of seniority, and shall be acted upon within fifteen (15) days of the closing date for the vacation period. Members may request vacation in blocks of less than one work week, however, requests submitted for one or more full work weeks shall take precedence over requests for less than one full work week regardless of seniority. Members may not request vacation time unless they have the time in their vacation bank at the time the request is submitted. Members shall have the right to use compensatory tome credits in place of previously approved vacation time credits (or vice-versa) at any time prior to the dates that the credits are used.

**21.2.2** Vacation requests for the period April 1 through September 30 must be submitted by March 1 of that year. Vacation requests for the period October 1 through March 31 must be submitted by September 1.

Members shall initially be entitled to be granted a maximum of three (3) full workweeks of vacation during each vacation period. During the summer period no more than two of these weeks shall be granted to any member during the period May 15 to September 14. Members may request vacations in excess of these maximums. Vacations granted in excess of these maximums shall be granted based upon seniority.

Any request submitted after the closing date in a time frame shall be acted upon on a first come/first served basis and shall be approved or disapproved no sooner than thirty (30) days prior to date(s) requested. Vacation requests submitted thirty (30) days or less prior to dates requested, will be approved or disapproved within seventy-two (72) hours.

**21.2.3** Vacations which have been previously authorized and scheduled shall not be canceled

without mutual agreement between the employee and the Sheriff or his designee, unless such cancellation is necessary due to an emergency declared by the Sheriff. Such cancellation shall not be utilized solely for the purpose of circumventing the payment of overtime.

**21.2.4** For purposes of this Section, seniority shall be determined based upon the employee's date of appointment to his/her current title. Time employed in another bureau, or as a part-time or seasonal employee, shall not be included when calculating seniority. In the event that a conflict arises between two persons with the same appointment date, the following criteria shall be used, in the order listed, to determine seniority:

Investigator Sergeant-Date of appointment as a Patrol Sergeant; date of appointment as an Investigator; date of appointment as a Deputy.

Sergeant (Patrol)-Date of appointment as a Deputy.

Investigator-Date of appointment as a Deputy.

Deputy-Seniority as determined by random drawing among members of each academy class; IBM number.

## ARTICLE 22
## HEALTH INSURANCE

**22.1 Eligibility**

**22.1.1** Members shall be provided the Blue Cross/Blue Shield plan of the Rochester Hospital Service Corporation including Blue Million Preferred Coverage, the Full Hospital Out-Patient Rider, the three dollar generic/six dollar non-generic co-pay prescription drug rider and the federally mandated Maternity Rider. Employees who elect the Blue Cross/Blue Shield plan shall be responsible for paying $20 per month for a single plan or $40 per month for a family plan. Such payment shall be made by payroll deduction in equal payments during two pay periods of each month. Alternative health care plans (HMOs) will be made available to employees, and may be substituted for Blue Cross/Blue Shield at the option of the employee. Employees who elect an HMO shall be responsible for paying $10 per month. Such payment shall be made by payroll deduction in equal payments during two pay periods of each month.

**22.1.2** It shall be the employee's responsibility to apply for such coverage or to make changes in existing coverage. The employer shall not be responsible to provide the coverage listed in section 22.1.1 if the employee and/or the employee’s dependents are covered by any other group medical/surgical insurance plan. Members may be required to sign a statement affirming that such duplicate coverage does not exist or may be required to provide documentation of termination of other coverage.

**22.1.3** The County reserves the right to change insurance carriers or to become self insured if it deems necessary. However, the County agrees to provide at least equal benefits to the coverage contained in the Blue Cross/Blue Shield contract. "At least equal coverage benefits" shall be construed to include acceptability of coverage in the medical community.

In the event the County is to consider an alternative health coverage plan, the County agrees to consult with the Union in respect to the proposed plan. If the Union does not agree that the proposed change of insurance carriers provides at least equal benefits, the parties shall enter into negotiations in respect to the equal benefits proviso in an attempt to resolve the existing differences.

**22.1.4** Effective upon execution of this agreement, each employee covered by this agreement shall at his option be covered by a dental program which shall be in accordance with the Memorandum of Agreement executed between the County and the Union.

**22.1.5** Participating employees shall, by payroll deduction, be required to contribute $1.64 per month per family contract and $.66 per month per single contract.

**22.2 Termination of Coverage**

**22.2.1** All health insurance coverage provided by the employer will terminate upon the absence of an employee from the active payroll for thirty (30) days or more for any reason other than an absence because of illness or other disability, except as may otherwise be provided by this agreement.

**22.2.2** In any case of a non-service connected illness or disability, coverage will be continued for up to a maximum period of one (1) year after the exhaustion of all paid leave benefits.

**22.2.3** Retirees of the County shall receive fully paid Blue Cross/Blue Shield protection and dental insurance which is in effect at the time of retirement under the following provisions:

A. Five (5) years of continuous full-time service immediately preceding date of retirement.
B. Drawing a pension from the New York State Retirement System, or
C. Drawing a pension under Social Security.

**22.2.4** The spouse of a deceased County retiree who retired on or after January 1, 1996 and who was covered under section 22.2.3 shall continue to receive fully paid Blue Cross/Blue Shield protection and dental insurance until death or remarriage.

**22.3 Survivor Benefit**

**22.3.1** The Employer shall also provide fully paid Blue Cross/Blue Shield coverage for the surviving spouse and children up to the age of nineteen (19) (single or family, whichever is applicable) of employees who die as a result of action in the line of duty. Such coverage shall continue for the lifetime of the surviving spouse or until remarriage.

**22.3.2** The Employer shall provide the medical insurance in effect at the time of death for the surviving spouse and children up to the age of nineteen (19) (single or family, whichever is applicable) of employees who die while employed by the County (other than as a result of action in the line of duty). The surviving spouse and/or children shall be responsible for the employee contribution that the deceased employee would have been required to make. Such coverage shall be subject to the following limitations:

In the case of a member employed by the County for ten years or more at the time of death, the benefits shall be provided for the lifetime of the surviving spouse or until remarriage; or
In the case of a member employed by the County for less than ten years at the time of death, the benefits shall be provided for a period equal to the period of time that the member was employed by the County, or until remarriage, whichever comes first.
The Employer shall not be responsible to provide such coverage if the surviving spouse and/or children are covered by another Blue Cross/Blue Shield Plan or any other group medical/surgical insurance plan.
This section shall apply to surviving spouses and/or children of employees who die in calendar year 1993 or thereafter. The Employer shall not be responsible for repayment of any premiums paid by such persons prior to the date that this section takes effect.

## ARTICLE 23
## IN-SERVICE DISABILITY AND PARTIALLY DISABLED EMPLOYEES

### 23.1 Worker's Compensation

**23.1.1** The County agrees to comply with Section 207(C) of the General Municipal Law in respect to all employees covered under that section.

An employee being paid his full salary under this section shall assign the full amount of his weekly Workers' Compensation award to the County.

If a Workers' Compensation award is received by the employee, he shall assign to the County an amount of the award for the purpose of reimbursing the County for wages paid beyond the weekly amount paid by Workers' Compensation.

**23.1.2** During any absence covered by Worker's Compensation, the employee will not be required to use any leave credits.

**23.1.3** Upon the request of a partially disabled employee who has become so as a result of non-service connected illness or injury, the Employer agrees to make every effort to place such employee on work assignments which he is able to perform.

Nothing contained herein shall invalidate any provision of Section 207(C) of the General Municipal Law or Section 72 of the Civil Service Law.

## ARTICLE 24
## FIREARMS QUALIFICATION

**24.1.1** Employees who fail to meet the Department's minimum standards for firearms' qualifications after three (3) attempts at "in service" training sessions, shall be deemed "unqualified."

The Sheriff agrees to utilize his best efforts to place such unqualified employee in alternative employment within the Department.

**24.1.2** This shall apply only to those employees who are, as a condition of employment, required to carry and qualify in the use and handling of Department issued weapons. This provision shall not apply when failure to qualify is a result of a temporary medical condition, as

certified by the Department physician.

**24.1.3** Should a disagreement arise between the employer's physician and the employee's physician in respect to whether a physical disability exists or whether such physical disability is temporary or permanent, then a third physician mutually agreed upon and selected by the two (2) physicians shall make the final determination. The full cost of the services of the third physician shall be borne by the employer.

## ARTICLE 25
## RETIREMENT AND PENSIONS

**25.1.1** The twenty (20) year retirement plan (Section 89-b); the twenty-five (25) year retirement plans (Section 89-n and Section 89-p); and the twenty year (20) with additional 1/60ths (Sections 552 and 553) shall be available to Sheriff's Deputies who are qualified pursuant to the regulations of the State Retirement System and the New York State Retirement and Social Security Law.

## ARTICLE 26
## PROBATIONARY PERIOD

### 26.1 New Employees

**26.1.1** The probationary period for all new employees of the Sheriff's Office shall be for a period of fourteen (14) months, providing the employee has satisfactorily completed his mandatory training requirement. However, in no case shall the probationary period exceed eighteen (18) months.

**26.1.2** New employees serving their probationary period shall have the right to Union representation for all purposes of this agreement with the exception of discipline or discharge. During the probationary period such employee may be discharged, suspended, or demoted without recourse to the grievance procedure.

### 26.2 Promoted Employees

**26.2.1** The probationary period for employees promoted to a higher position shall be for a period of twelve (12) months, during which time such employee may be returned to his former position for unsatisfactory performance, without recourse to the arbitration procedure.

### 26.3 Evaluations

**26.3.1** While such employee is serving a probationary period, the Employer shall make every effort to notify such employee of any deficiency that may have been observed in such employee's work which, if not corrected, could be cause to terminate the employee, or in the case of a promoted employee, the return of that employee to his former position prior to the completion of the probationary period.

## ARTICLE 27
## CONTINUOUS SERVICE

### 27.1 Definition

**27.1.1** Continuous service shall mean an employee's total length of employment as a full-time employee of the Sheriff's Office of the County of Monroe within the bargaining unit since his last date of hire, such being applicable to all benefits provided by this agreement except as may otherwise be provided for below.

**27.1.2** Continuous service shall be broken by voluntary resignation, discharge for cause, retirement and failure to return from layoff within ten (10) working days following notification; however, should such an employee be rehired within one (1) year of leaving employment to work in any capacity that is normally performed by employees covered by this agreement, then the break in continuous service shall be removed, subtracting the period of non-service.

**27.1.3** An employee's continuous service will continue to accrue during any period of absence brought about as a result of a service incurred disability or any other paid or unpaid approved leave of absence, except as may otherwise be limited elsewhere in this Agreement.

**27.1.4** For purposes of shift preference and vacation selection, seniority shall mean an employee's total length of service in a job classification in a bureau of the Sheriff's Office of Monroe County.

### 27.2 Seniority Lists

**27.2.1** The Employer agrees to furnish the Union with up-to-date seniority lists showing the total continuous service of each permanent employee and his service in title, upon request of the Union. The seniority list will show the names of such employees, their job classification, their length of service in title, and their last date of hire.

## ARTICLE 28
## LEAVE CREDITS AND MAXIMUM ACCRUALS

### 28.1 Accrual

**28.1.1** There shall be no interruption of an employee's continuous service during any period of absence in which the employee has not been removed from the County payroll. An employee's leave credits shall accrue unless otherwise provided for in this agreement. Credits shall be earned by employees during all payroll periods in which the employee is on full pay status.

**28.1.2** Leave credits shall be earned by all full-time employees. Credits shall accumulate in days and hours and can be used in no less than half-hour (1/2) units, as approved by the Sheriff or his designee.

**28.1.3** Earned credits are based upon an employee's hire date, which shall remain constant. If job changes occur within the County government, credits shall remain with the employee.

**28.1.4** All credits must be earned before they can be used. Borrowing against future credits is prohibited. Credits accrued shall be noted by Data Processing on each time accounting card in terms of days and hours appropriate to the employee's position.

**28.1.5** The maximum amount of vacation and compensatory time off which may be accrued shall be forty (40) days in each category.

## ARTICLE 29
## TARDINESS AND ABSENTEEISM

**29.1.1** Chronic and excessive tardiness and/or absenteeism may result in disciplinary action.

**29.1.2** In the event of a personal transportation breakdown and/or severe storms in a properly and promptly documented situation which makes it impossible for employees covered by this agreement to report for work or to be tardy as a result of such circumstances, such situation will be excused from disciplinary action.

## ARTICLE 30
## RESIGNATION AND RETIREMENT

**30.1.1** In cases of dismissal, resignation or retirement, compensation will be made for unused vacation and compensatory time up to forty (40) days in each category, and accrued holiday pay will be paid to the employee.

**30.1.2** In cases of resignation a written notice of intention to resign shall be given to the Sheriff at least ten (10) business days prior to the last date of employment.

In cases of retirement, a written notice of intention to retire shall be given to the Sheriff at least ten (10) business days prior to the last date of employment.

**30.1.3** In the event of an employee's death, compensation for unused vacation, all Holiday pay, and compensatory time credits will be paid to his estate.

## ARTICLE 31
## UNIFORMS AND EQUIPMENT

### 31.1 Dry Cleaning and Maintenance

**31.1.1** All employees shall continue to be provided with required equipment and firearms and appropriate items of clothing as presently provided, including the cleaning and maintenance of all such items, the full cost of which to be borne by the Employer. The County further agrees to provide rubber boots for all Road Patrol Deputies.

### 31.2 Plainclothes Duty

**31.2.1** The Sheriff will issue a supplemental payment on a monthly basis at an annual rate of three hundred dollars ($300) for clothing maintenance to those plain clothes deputies assigned to the Criminal Investigation Division, and to Road Patrol Deputies when temporarily assigned to plain clothes work. Such monthly payment will commence

after the end of the first month's assignment to plain clothes duty.

## ARTICLE 32
## REIMBURSEMENT AND PARKING

### 32.1 Mileage and Transportation Reimbursement

**32.1.1** The Employer shall provide mileage allowance in the amount of twenty-one cents (21¢) per mile to those employees required to use their personal motor vehicles on authorized Sheriff's Office business. In the event that public transportation or other private transportation is required and in the event that parking or toll fees are incurred on Sheriff's Office business, such fees and expenses shall be reimbursed upon proper proof thereof.

**32.1.2** Deputies required to appear at court hearings shall be compensated for the use of their personal automobiles at the established mileage reimbursement rate set forth in this agreement for all miles driven both from and returning to their residence by the most direct route.

### 32.2 Tuition Reimbursement

**32.2.1** Tuition and textbook reimbursement shall be equal to seventy-five percent (75%) of the cost in accordance with Resolution #206 of 1966 and as amended, to a maximum of one thousand, one hundred and twenty five dollars ($1125) per year, per employee. Employees shall submit documentation of expenses as required.

### 32.3 Conference Expenses

**32.3.1** Legitimate expenses incurred at conferences or travel on official out-of-County departmental business which has been approved by the Sheriff and legally payable by the Controller's Office shall be reimbursed to the employee.

**32.3.2** The maximum meal allowance incurred in attending to out-of-County business shall be thirty dollars ($30) per day. Meal allowance incurred while an employee is on out-of-County business shall be reimbursed up to the following maximum amounts:

Breakfast $5.50
Lunch $6.50
Dinner $18.00

### 32.4 Personal Property Damage

**32.4.1** The Employer agrees to reimburse employees of the Sheriff's Office for damage sustained in the performance of duty in accordance with the rules and regulations of the Sheriff's Office to clothing, glasses, timepieces, or any other personal property of the employee which is normally used in the conduct of official business. The County agrees to reimburse, replace, or repair any of the foregoing personal items which are damaged in the performance of duty in a documented situation promptly submitted. The Employer's financial obligation in respect to the aforementioned matters shall be limited to One Hundred Fifty Dollars ($150) in the case of eyeglasses, and One Hundred Dollars ($100) in the case of other types of property.

### 32.5 Filing of Claims

**32.5.1** Reimbursement of claims shall be made on or before the thirtieth (30th) day of the

month following the month in which these expenses were incurred, subject to the employee submitting his claim to the department bookkeeper by the third (3rd) day of the month.

### 32.6 Parking

**32.6.1** Members of the bargaining unit who are assigned to units in downtown facilities shall be entitled to receive a key card for parking in the Civic Center Garage. Such members shall pay two-thirds (2/3) the base rate for such key cards, and payment shall be made by payroll deduction.

**32.6.2** Members will be required to maintain deductions for key cards for the remainder of the calendar year, except that members may discontinue their deductions under the following circumstances:

a) If the member is transferred to an assignment other than a downtown unit;
b) If the cost of key cards is increased; or
c) If the member will be on a leave that continues for more than 30 days.

In all cases, members shall be required to surrender their key card before deductions will be discontinued.

**32.6.3** Members using such key cards shall be required to park on the south side of the lower level.

## ARTICLE 33
## VEHICLE SAFETY

**33.1** The Sheriff shall bid for the replacement of road vehicles that will be reaching seventy-five thousand (75,000) miles, or sooner if safety indicates, and motorcycles that will be reaching fifty thousand (50,000) miles, or sooner if safety so indicates within the limitation of practicability.

## ARTICLE 34
## EMPLOYEE'S PERSONNEL FILE

### 34.1 Employee Rights

**34.1.1** No material related to an employee's conduct, performance, character or personality which is derogatory in nature shall be placed in an employee's personnel file without notification to the employee. The employee shall be given an opportunity to read such material and shall acknowledge that he has read such material by affixing his signature on the material to be filed, with the understanding that such signature merely acknowledges that he has read such material and does not indicate agreement with its contents. The employee shall receive a copy of such material upon request.

**34.1.2** An employee shall have the opportunity to review his personnel file, and make copies of materials contained in the file, in the presence of an appropriate department official upon five (5) days written notice and to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

### 34.2 Maintenance of Files

**34.2.1** The Sheriff agrees that there shall not be more than one (1) personnel file in the department which shall be maintained in the personnel office of the department.

**34.3 Performance Evaluation**

**34.3.1** Performance evaluation shall be consistent with the policies and procedures of the County Administration and Multi-Bureau General Order No. 30-78 of the department, dated October 12, 1978, and any modifications thereof.

**34.3.2** Appeals concerning performance evaluations shall be governed by Multi-Bureau General Order No. 30-78.

**34.3.3** Performance evaluations shall not be subject to the grievance and arbitration provisions of this agreement.

## ARTICLE 35
## DISCIPLINE

**35.1 Exercise of Rights**

**35.1.1** It is understood and agreed that any employee in the bargaining unit who has been employed by the Sheriff's Office and who has completed his probationary period shall not be removed or otherwise subjected to any disciplinary penalty set forth below, except for just cause shown only after a departmental hearing upon stated charges.

**35.1.2** No employee shall be suspended or otherwise removed prior to a departmental hearing upon stated charges, except if the Sheriff determines that the continuing presence of the employee on the job unduly interferes with the proper operation of the department or reflects upon the integrity of the department. In such case, the Sheriff may suspend an employee without pay for up to 45 days.

If the suspension is continued beyond 45 days, the employee shall be paid. If the employee is terminated and the termination is upheld, the amount paid during a paid suspension shall be deducted from the employee's pay-off of accrued credits. If the employee is found not guilty, the employee shall be restored to his position with full pay and benefits for any period of suspension without pay.

Any delay caused by the employee's request does not count as part of the 45-day suspension without pay and is not paid time after the initial 45-day period.

**35.1.3** Disciplinary action or measures which may be imposed upon employees shall consist of the following:

Written reprimand;
Suspension without pay for a period not to exceed sixty (60) days;
Loss of leave credits or other privileges;
Demotion;
Discharge.

**35.1.4** It is understood and agreed that any employee covered by this agreement shall be entitled to either Union representation or representation by an attorney at an Internal Affairs interview which he is required to attend, where the outcome may result in disciplinary action against him. It is understood that at such an interview the Union representative may act only as an observer. The employee's attorney may also act only as an observer, with the exception that

at the close of the interview, the attorney will be permitted to ask questions of his client and the person conducting the interview.

Employees shall be entitled to two (2) business days to obtain an attorney or union representative, unless the nature of the investigation requires immediate action.

In cases requiring immediate action, the affected employee shall be provided a reasonable opportunity to contact an attorney or a union representative. If an attorney or union representative is not immediately available, the interview may still be conducted.

If the interview is conducted in the absence of an attorney (under the preceding paragraph), the employee's attorney shall, upon request, be provided a transcript or tape recording of the interview, if available, as soon as possible. The attorney shall then be allowed, upon request, to schedule a second interview, at which time he will be allowed to ask questions as provided for above. If no transcript or tape recording exists, the employee's attorney shall, upon request, be provided with a copy of the interviewer's notes of the interview, if such notes exist.

## 35.2 Procedure for Filing and Departmental Hearing

**35.2.1** Any employee against whom departmental charges are brought shall be served with a written copy of the charges, either personally or by registered or certified mail, sent to the address on file with the department Personnel Office and a copy served upon the Union. The charges shall be specific and contain a description of the alleged conduct, including dates, times and places, and the employee shall have eight (8) business days in which to respond to the commanding officer who placed the charges, with a copy to the Sheriff. Failure to respond within the specified time limits shall serve to nullify the employee's right to a departmental hearing.

**35.2.2** A departmental hearing shall be conducted by a hearing panel within thirty (30) calendar days of the date of selection of the three (3) person hearing panel. The hearing panel will be selected in the following manner:

The Sheriff will provide the employee with a list of three (3) members or employees of equal or higher rank than the employee. The employee shall strike one (1) of the three (3) names from the list. The remaining two names become part of the hearing panel. The employee shall submit a list of three (3) members or employees to the Sheriff. The Sheriff shall strike two (2) of those names from the list. The remaining name will become the third member of the panel.

In the event that a vacancy occurs in the hearing panel, the party from whose list that panel member was selected shall select a new panelist from a list of three members, of equal or higher rank than the employee subject to discipline, submitted by the other party.

The employee shall have the right to be represented either by the Union or by an attorney. The Sheriff shall have the burden of proving the charge(s) by clear and convincing evidence. In order to sustain a charge, at least two (2) of the three (3) panel members must agree that the employer has met the burden of proof.

A transcript of the hearing shall be taken. If the Union requests a copy of the transcript, then the cost involved shall be borne by the Union.

An attorney shall be selected as outlined below to serve as presiding officer. The attorney shall not participate in the determination of the factual issues, which shall be the exclusive function of the hearing panel. Furthermore, the attorney shall not participate in the deliberations of the hearing panel, but may be consulted on issues of law after consultation with the Union and the Employer.

The role of the attorney shall be limited to resolving procedural and evidentiary issues. The attorney shall act as a judge, and shall be selected as follows:

A list of five (5) attorneys shall be obtained from the Monroe County Bar Association. The Sheriff or his designee, and the employee or his designee shall alternately strike names until one attorney is chosen. That Attorney shall serve as presiding officer with the limited powers, as outlined above.

**35.2.3** Discovery shall be conducted as follows:

At least two weeks prior to the departmental hearing, the Sheriff shall produce any statements and reports obtained in the internal investigation. Investigator's opinions, reports to the Sheriff, and disclosures that are prohibited by law shall not be produced.

At least two weeks prior to the departmental hearing, the employee or the Union shall produce any statements of witnesses who are expected to testify in the hearing and any reports that are expected to be used in the hearing. Incriminating material shall not be produced.

Witness lists shall be exchanged at least one week prior to the departmental hearing. The parties shall be under a continuing obligation to produce material discovered or the names of witnesses decided upon after the above time limits.

Any disputes concerning discovery shall be decided by the presiding officer.

**35.2.4** The hearing panel shall submit their findings to the Sheriff, the employee and the Union no later than thirty (30) days following the close of the hearing unless the time limit is waived or extended by mutual agreement between the parties hereto.

**35.2.5** Where an employee has been suspended prior to a departmental hearing, and as a result of such hearing the charges against the employee are not sustained, such charged employee shall be restored to his position with full pay for any period of suspension the employee may have suffered.

**35.2.6** If a charged employee has been determined to be guilty of the charges, a copy of the charges, his written answer thereto and a determination made by the Sheriff shall be furnished to the employee and the Union.

**35.2.7** Nothing contained in this article shall preclude the settlement of a disciplinary matter at any time following the service of a notification of charges. Any charged employee shall have the right to meet with the Sheriff or his designee, and the right to union representation to discuss and effect a settlement. The terms of any agreed upon settlement shall be reduced to writing with copies provided to both the employee and the Union. A copy of such settlement shall be placed in the employee's personnel file.

**35.3 Appeals Procedure**

**35.3.1** Should an employee feel aggrieved by a determination that he is guilty of the charges and/or by any of the penalties set forth in this article, such employee shall have the right to file a disciplinary grievance within ten (10) business days of the date of receipt of the determination and the penalty imposed. Such grievance shall be in writing and signed by the employee. The Sheriff, within five (5) business days of receipt of the disciplinary grievance shall, upon request, meet with a committee from the Union, which shall not exceed three (3) members, in an effort to resolve the matter.

**35.3.2** In the event the matter is not resolved at the meeting between the Sheriff and the Union committee, the employee may, within ten (10) business days of the date the meeting was held, file a demand for arbitration in accordance with Sections 36.4.1 and 36.4.2 of this agreement, copies of which shall be sent simultaneously to the Sheriff and the Special Counsel for Labor Relations of the County.

**35.3.3** The arbitrator shall review the record of the disciplinary hearing and determine if the finding of guilt was based upon clear and convincing evidence. Either party may submit oral or written arguments relating to the determination of guilt or the penalty. The arbitrator will not conduct a hearing on the issue of guilt. The arbitrator shall be precluded from any determination in respect to the merits of the rules and regulations of the Sheriff's Office or in respect to the penalty imposed upon the grievant, except where the penalty imposed is found to be arbitrary or capricious. Witnesses can be called and proof adduced by either party solely on the issue of whether the penalty imposed was arbitrary and capricious.

**35.3.4** The arbitrator shall not have the authority to add to, detract from or alter in any way the provisions of this agreement. The decision of the arbitrator shall be final and binding upon the parties.

**35.3.5** All fees and expenses of the arbitrator shall be divided equally between the Employer and the Union, or between the Employer and the employee if he is not represented by the Union.

**35.3.6** If an arbitration hearing is canceled or postponed within the penalty period provided by the arbitrator, then the party requesting such cancellation or postponement shall be obligated to pay the cancellation fee of the arbitrator.

**35.4 Limitation**

**35.4.1** An employee shall not be disciplined or otherwise removed for acts which occurred more than one (1) year prior to the service of the notice of discipline, except those acts which would constitute a crime. However, the employee's whole record of employment may be considered with respect to the appropriateness of the penalty.

**35.5 Right of the Parties**

**35.5.1** The Union Steward, the Union President or his designee, the disciplined employee and necessary witnesses shall suffer no loss of time or pay or be required to charge any accrued

leave credits as a result of processing or investigating disciplinary grievances or attending departmental or arbitration hearings on disciplinary matters during such employee's regular working hours.

**35.5.2** Union staff representatives may be present and participate at any disciplinary hearing, grievance meeting and arbitration proceeding.

**35.5.3** The time limits as specified herein shall be strictly adhered to unless waived by written mutual agreement of the parties to this agreement.

**35.5.4** Nothing contained in this agreement shall be construed to modify or displace the rules and regulations of the Sheriff's Office or any General Order, except as it relates to the procedures set forth in this agreement.

**35.5.5** No employee shall be asked or permitted to take a polygraph examination.

**35.5.6** Employees may be directed to participate in a line-up. Such line-up shall be conducted with a minimum of five persons with similar physical characteristics. An employee is entitled to have a Union representative or an attorney observe the line-up.

An at-the-scene, contemporaneous identification may be performed as part of an internal investigation. No other show-up procedure shall be performed on an employee.

**35.5.7** Employees may be requested to submit financial records or disclosure statements as part of an internal investigation, as permitted by law.

## ARTICLE 36
## GRIEVANCE PROCEDURE

### 36.1 General

**36.1.1** All employees covered by this agreement shall have the right to utilize this grievance procedure free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to Union representation at any and all steps of the procedure.

**36.1.2** Aggrieved employees and necessary witnesses shall suffer no loss of time or pay, or be required to charge paid leave credits as the result of attending grievance reviews or arbitration hearings during their regular working hours.

**36.1.3** No recording devices of any kind shall be used during any grievance review or arbitration proceeding unless it is agreed to by the parties, and each party receives a copy of the tape.

**36.1.4** The pendency of a grievance shall not impede or delay the Sheriff from taking the action being grieved.

### 36.2 Grievance Definition

**36.2.1** A grievance shall be defined as any claimed violation of a specific provision of this

agreement, or any matter which relates to employee health and safety.

**36.3 Procedure**

**Step 1:** Any grievance as defined herein shall be initiated by the employee and/or the Union Steward, or other representative of the Union, with the immediate supervisor of the Unit or Bureau. The grievance shall be submitted on a grievance form provided by the union and signed by the aggrieved party or the Union Steward, or other authorized representative of the Union, whichever the case may be. Such grievance shall be presented within ten (10) business days from its known occurrence. The immediate supervisor shall make a written response to the aggrieved party and the Union Steward, or other authorized representative of the Union within five (5) business days of the submission of the grievance.

**Step 2:** In the event the grievance is not resolved at Step 1, or no answer is forthcoming, the Union President or his designee shall submit the grievance to the Sheriff on the appropriate grievance form within five (5) business days of the receipt of the Step 1 response, or of the date that such response was to have been due. The Sheriff or his authorized designee shall investigate the grievance and the relief sought, which may include an informal meeting with the Union President or his designee, the Union Steward, and the employee if he so desires. In any event, the Sheriff or his authorized designee shall render a decision in writing, which shall be served upon the Union President or his designee within five (5) business days of receipt of the grievance.

**Effective the first payroll period of 2002, section 36.3, step 2, shall be amended to read:**

**Step 2:**In the event the grievance is not resolved at Step 1 or no answer is forthcoming, the Union President shall submit the grievance to the Sheriff on the appropriate grievance form within five (5) business days of the receipt of the Step 1 response, or of the date that such response was to have been due. The Sheriff or his authorized designee shall investigate the grievance and the relief sought, and the Sheriff shall meet with the Union President to discuss the grievance. The Sheriff shall render a decision in writing, which shall be served upon the Union President within five (5) business days of the receipt of the grievance.

**Step 3:** In the event the grievance is not resolved at Step 2, the Union President or his designee shall submit the grievance to the Special Counsel for Labor Relations within five (5) business days of the receipt of the Step 2 decision or of the date that such decision was to have been due. The Special Counsel for Labor Relations shall meet with the Union President or his designee, the Union Steward, and the employee, if he so desires, within five (5) business days from receipt of the grievance. The Special Counsel for Labor Relations shall render a decision in writing, which shall be served upon the Union President or his designee within ten (10) business days following the date of the meeting.

**Step 4:** In the event the grievance is not resolved at Step 3, the Union may submit the grievance to arbitration within fifteen (15) business days of the receipt of the Step 3 decision, or of the date that such decision would have been due.

**36.4 Arbitration**

**36.4.1** The parties shall establish, by mutual agreement, a panel of five (5) arbitrators. The panel may include fewer than five (5) arbitrators only with the mutual consent of the parties. In the event that an arbitrator is unable to continue serving on the panel, the parties shall appoint a replacement by mutual agreement. If the parties are at any time unable to agree on a panel of arbitrators, they shall proceed in accordance with Section 36.4.2 of this agreement.

Each party may delete arbitrators from the panel once per calendar year. Such deletions shall take effect on the third Friday of January of each calendar year. If a party wishes to make deletions, it shall notify the other party in writing of the arbitrator(s) it is deleting no later than January 10 of each year. If such notification is not received by January 10, the party shall have no right to make deletions in that calendar year. The parties shall select replacements, by mutual agreement, no later than the third Friday of January of each calendar year. If such replacements are not made by the third Friday of January, the parties shall proceed according to Section 36.4.2 for the remainder of the calendar year.

An arbitrator shall be selected randomly for each case, and the Union shall submit a demand for arbitration to the arbitrator selected. Copies shall be sent simultaneously to the Special Counsel for Labor Relations and to the Sheriff.

**36.4.2** In the event that no panel of arbitrators is in existence in accordance with section 36.4.1, the demand for arbitration shall be made on the appropriate form and sent to the Public Employment Relations Board, requesting that a panel of seven (7) arbitrators be submitted to both parties to the dispute. A copy of the arbitration demand shall be sent to the Employer. Upon receipt of the panel of arbitrators submitted by the Public Employment Relations Board, the parties shall make the selection of the arbitrator by alternately striking names from the panel until the name of only one person remains. The remaining person shall be designated the arbitrator in the dispute.

**36.4.3** The arbitrator, after considering all oral testimony and any other evidence presented at an appropriate hearing, shall make every effort to render his written decision to both parties within thirty (30) calendar days of the close of the hearing. The decision of the arbitrator shall be final and binding upon both parties to the dispute.

**36.4.4** The arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way the provisions of this agreement, or any amendment or supplement thereto. If the grievance concerns matters not specifically covered by this agreement, or if the arbitrator determines that the procedures contained herein have not been adhered to, the grievance shall be denied by the arbitrator.

**36.4.5** The time limits as set forth in this article shall be strictly adhered to and shall be binding upon the parties unless extended, or otherwise waived, by mutual agreement in writing.

**36.4.6** The fees and expenses of the arbitrator shall be shared equally by the County and the Union.

**36.4.7** If an arbitration hearing is canceled or postponed within the penalty period provided by the arbitrator, then the party requesting such cancellation or postponement shall be obligated

to pay the cancellation fee of the arbitrator.

## ARTICLE 37
## UNION BUSINESS

### 37.1 Release Time for Union Business

**37.1.1** Representatives of the Union shall be allowed release time with pay for the purpose of discussing wages, working conditions, grievances and disputes with Employer representatives, to appear at appropriate public hearings before the County Legislature and to meet with employees during working hours solely for the purpose of investigating and processing grievances. All other Union business shall be performed outside of working hours or without pay.

Upon written request of the President of the Union, and at the sole discretion of the Sheriff or his designee, authorization may be given for additional release time with pay.

**37.1.2** Union representatives who are designated to represent employees in the aforementioned matters shall be permitted a reasonable amount of free time from their regular duties without loss of pay, providing such release time does not unduly interfere with the proper operation of the department.

**37.1.3** The Employer will provide release time with pay to Union representatives (not to exceed six (6) in number) for the purpose of participating in contract negotiations. The Employer will provide release time with pay to Union representatives (not to exceed four (4) in number) for the purpose of participating in labor/management meetings. With the exception of contract negotiations and labor/management meetings, release time with pay shall be allowed to no more than two (2) Union representatives at any one time.

Upon written request of the President, and at the sole discretion of the Sheriff or his designee, authorization may be given for an increase in the foregoing numbers.

**37.1.4** It is understood that the functions referred to in this section are to be performed only on County premises, unless otherwise approved by the Sheriff or his designee for outside-of-County premises.

**37.1.5** The parties to this agreement agree to the following procedures for release time for Union business with or without pay:

1. Union representatives shall request permission from the immediate supervisor for release time and shall specify the place of intended visitation, and the purpose of release time and the estimated duration of stay.

2. The Union representative shall, upon return to his work area, notify his supervisor of the time of return.

3. All notification by the Union representative to his immediate supervisor shall be in writing whenever possible.

4. Failure of the Union representative to abide by the procedures contained herein shall result in no pay for the release time utilized.

**37.1.6** Release time for union business shall not be unreasonably denied.

**37.2 Joint Labor Relations Committee**

**37.2.1** To facilitate communications between the parties and to promote a climate conducive to constructive employee relations, a Joint Labor Relations Committee shall be established to discuss problems of mutual concern.

**37.2.2** The meetings shall be held at reasonable hours mutually agreed upon by the parties. The party requesting the Joint Labor Relations Committee meeting shall submit an agenda of items to be discussed at least five (5) days in advance of the scheduled meeting. Employee committee members acting on behalf of the Union shall suffer no loss of time or pay as a result of attending such meetings during their regular working hours.

## ARTICLE 38
## NO STRIKE-NO LOCKOUT

**38.1.1** The Union hereby affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike or concerted withholding of services.

**38.1.2** The Employer will not institute any form of lockout against employees covered by this agreement.

## ARTICLE 39
## COMPLETE AGREEMENT

**39.1.1** The parties agree that during the negotiations which preceded the execution of this agreement, each had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements reached by the parties after the exercise of that right are set forth in this agreement. Therefore, for the life of this agreement the Employer and the Union each voluntarily and unqualifiedly agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and executed this agreement.

**39.1.2** It is further agreed that any subject or matter which either party wishes to open for negotiations subsequent to the execution of this agreement may only be by written mutual agreement.

**39.1.3** Any specific express provision of this agreement shall supersede any and all previous personnel rules and regulations, or resolutions which are in direct conflict thereof.

**39.1.4** This agreement shall supersede all previous employee rights and benefits.

## ARTICLE 40
## STATUTORY PROVISIONS

**40.1.1** IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## ARTICLE 41
## SEVERABILITY

**41.1.1** It is agreed and understood that all provisions of this agreement are subject to all applicable laws, and in the event any of the provisions of this agreement are held to be unlawful by a court of competent jurisdiction, the parties shall not be bound by the invalidated portions of the agreement. Such invalidation shall not affect the remainder of the agreement, which shall remain in full force and effect as if the invalid or illegal provisions had not been part of the agreement. However, the parties agree to meet for the purpose of negotiating a substitute for those portions of the agreement that have been declared invalid.

## ARTICLE 42
## EXPIRATION AND MODIFICATION

**42.1** This shall be a four (4) year agreement effective the 1st day of January, 2000, and shall remain in full force and effect until the 31st day of December, 2003; it shall be renewed automatically from year to year thereafter, unless either party shall notify the other in writing at least ninety (90) calendar days in advance of the expiration date that they desire to modify this agreement. In the event that either party exercises his right as set forth above and such notice is given, the parties shall meet at a mutually agreeable time for the purpose of exchanging proposals and commencing negotiations.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS 13th day of February, 2001.**

**FOR THE UNION:**

**DANIEL P. FINNERTY**
**PBA President**

**JAMES BEIKIRCH**
**PBA Vice President**

**SCOTT WALSH**
**PBA Vice President**

**PATRICK MICHAEL**
**PBA Treasurer**

**JOHN MESSURA**
**PBA Secretary**

**JAMES WILSEY**
**PBA Member**

**ANDREW TRERISE**
**PBA Member**

**FOR THE EMPLOYER:**

**JOHN D. DOYLE**
**Monroe County Executive**

**ANDREW P. MELONI**
**Monroe County Sheriff**

**BARRY C. WATKINS**
**Special Counsel for Labor Relations**

**PATRICK M. O'FLYNN**
**Undersheriff**

**CHARLES PILATO**
**Legal Advisor to the Sheriff**

**DEBORAH GRIFFITH**
**Principal Personnel Technician**