

**MEMORANDUM OF AGREEMENT**  
**REGARDING THE TERMS AND CONDITIONS OF PUBLIC EMPLOYMENT**  
**BETWEEN**

**THE COUNTY OF DELAWARE**

**AND**

**DELAWARE COUNTY SHERIFFS LOCAL 3951**  
**LAW ENFORCEMENT OFFICERS UNION**  
**COUNCIL 82, AFSCME, AFL-CIO**

**JANUARY 1, 2020 - DECEMBER 31, 2024**

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**A MEMORANDUM OF AGREEMENT REGARDING THE TERMS AND CONDITIONS OF PUBLIC EMPLOYMENT BETWEEN THE COUNTY OF DELAWARE AND DELAWARE COUNTY SHERIFFS LOCAL 3951 LAW ENFORCEMENT OFFICERS UNION, COUNCIL 82, AFSCME, AFL-CIO.**

**THE COUNTY OF DELAWARE**, a municipal corporation of the State of New York, with offices in the County Office Building, 111 Main Street, Delhi, New York, hereinafter designated as "the County"; and

**DELAWARE COUNTY SHERIFFS LOCAL 3951 LAW ENFORCEMENT OFFICERS UNION, COUNCIL 82, AFSCME, AFL-CIO**, hereinafter referred to as "the Union".

**WHEREAS**, the parties hereto desire to promote harmonious and cooperative relationships between them in accordance with the policy expressed in the Public Employees Fair Employment Act, and now **THEREFORE**, it is mutually agreed between the parties hereto as follows:

**ARTICLE I**  
**RECOGNITION**

Pursuant to the Delaware County Public Employees Relation Board certification of September 2, 1988 and as modified by the New York State Public Employees Relation Board certification of August 5, 1997, the County recognizes the Union as the sole and exclusive representative of regular full-time employees in the Delaware County Sheriff's Department in the titles of Corrections Officer, Corporal, Sergeant, and First Sergeant.

**ARTICLE II**  
**DURATION OF AGREEMENT**

This agreement shall be effective from January 1, 2020 until December 31, 2024. Thereafter this agreement shall remain in effect unless either party serves termination notice on the other party by Certified Mail postmarked by June 1 prior to the date the contract is due to expire or a re-opener is to go into effect. Termination may be in whole or in part if so specified.

**ARTICLE III**  
**RENEGOTIATION**

The parties agree that it is desirable and mutually beneficial that negotiations of a subsequent agreement begin in a timely manner. Therefore, the parties agree to make a good faith effort to commence negotiations for a subsequent agreement by July 1 of the year prior to the date the contract is due to expire or a re-opener is to go into effect. However, if either party is unable to commence negotiations by July 1, both parties shall still have the duty to negotiate. If such agreement is not concluded by September 3, either party may request that the New York State Public Employees Relation Board appoint a mediator to assist the parties

to reach agreement. If the parties have not reached an agreement by September 20, either party may request that the New York State Public Employees Relation Board appoint a fact finder.

**ARTICLE IV**  
**PRIORITY OF AGREEMENT**

1. Where provisions of this Agreement are in conflict with County policy or practices, this Agreement shall govern, except as provided by law.
2. Nothing herein contained shall be construed to deny or restrict any employee any rights he/she may have under Civil Service Law or any other applicable laws and regulations. The rights provided to employees hereunder shall be deemed in addition to those provided elsewhere.

**ARTICLE V**  
**UNION STATUS AND RIGHTS**

1. **Right of Organization:** Employees shall have the right to join and participate in the Union for the purpose of this Contract.
2. **Right of Representation:** Employees shall have the right to be represented by the Union and to negotiate collectively with the County in the determination of their wages, hours and terms and conditions of employment, and the administration of grievances.
3. **Non-Discrimination:** The County and the Union will not discriminate against any employee with respect to wages, hours, or terms and conditions of employment by reason of race, creed, color, national origin, age, sex, or marital status, except as such conditions may constitute a bonafide occupational or assignment qualification.
4. **Dues-Deduction:** The County agrees to deduct from the salaries of employees membership dues for the Union from said employees who voluntarily and individually authorize the County to deduct and to transmit the monies to the Union. Employee authorizations shall be in writing and in a manner consistent with the law.

Deductions authorized by any employee shall continue as so authorized unless, and until, such employee notifies the County of their desire to discontinue or to change such authorization in writing. Notification of dues deduction authorizations and discontinuance of said deductions shall be in writing and signed by the employee and submitted to the County in duplicate. One copy shall be forwarded to the Union and one shall be retained by the County.

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

The County agrees to provide payroll deductions as specified by the Union for employee insurance provided through Council 82. Insurance deductions shall be limited to one deduction per employee to be sent to the same carrier for all employees. The one deduction may be broken down by the Union to more than one type of insurance. Union dues deductions and 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: Council 82, 63 Colvin Ave., Albany, New York 12206. Insurance premiums will be remitted directly to the designated carrier.

**ARTICLE VI**  
**UNION TIME**

1. Duly authorized representatives of the Union shall be permitted to transact official Union business directly related to the administration of this Agreement and on County property during the workday, but at a reasonable time and in a reasonable manner that shall not interfere with or interrupt work or the individual duties and responsibilities of such representatives as County employees.
2. The Union shall certify to the County the names of authorized representatives and the Staff Field Representative in the areas in which their representation is effective.
3. When Union representatives meet by agreement with a County representative during the day, such meeting shall be without loss of pay.
4. Subject to reasonable rules with respect to security, safety and operating requirements, representatives of the Union may be granted access to working areas in County facilities during the working hours in such areas of employment covered by this agreement, for the purpose of observing whether the terms of this agreement are being maintained.
5. Union representatives desiring to conduct Union business during the work day must obtain prior approval of the Sheriff or his/her designee. Approval of such requests shall be dependent on the work requirements of the departments involved, but shall not be unreasonably denied. In requesting permission to conduct Union business, Union representatives shall specify what employee(s) will be involved, and the amount of time required to conduct such business.
6. **Union Time:** The County will credit a total of fifteen (15) working days as paid leave time for authorized union delegates to attend Union Executive Board meetings, annual convention, official regional meetings, Section 75 or 207-c hearings as provided for hereinafter. The fifteenth day of the aforementioned leave days will be paid for by the Union. The Union president shall notify the Sheriff or his/her designee and the Personnel Officer at least ten (10) working days in advance of the dates the leave time is to be used. Said notice shall specify the employee(s) to be using the leave, the dates requested off, and the number of paid leave days to be used by each employee. Departmental approval of the time off shall be dependent on the work requirements of the department but shall not be unreasonably denied.
7. **Bulletin-Boards:** The Union shall have the right to post notices of its legitimate activities on Union bulletin boards provided by the County in the Sheriff's Department. No communications posted or mailed shall tend to impugn the good name, justly or unjustly, of any person, organization or group. Notices posted on Union bulletin boards shall be approved in advance by the Sheriff or his/her designee. Any notice posted without the approval of the department may be removed immediately by the County.

8. **Contract Negotiations:** The employer will give time off with no loss of time or pay for three (3) employee members of the local union contract negotiating committee for the sole purpose of meeting in session with the County negotiating committee. Sunset Clause: This provision shall not continue beyond the term of this contract despite Section 209 a, 1, e of the Taylor Law. An employee on the negotiating committee who is scheduled to work a shift other than that of the scheduled negotiations will be re-scheduled to the shift which covers the time frame of the meeting.

**ARTICLE VII**  
**EMPLOYEE STATUS AND RIGHTS**

1. **Position Classifications:** No employee shall be appointed or assigned under any title not appropriate to the duties to be performed as determined in the specification for that title under the position classification system for the County of Delaware. There shall be a uniform wage scale for all employees who are classified in the same category and labor grade.
2. **Promotions:**
  - A. Notices of provisional promotion opportunities, promotional and open competitive Civil Service examinations are to be posted conspicuously in the Sheriff's Department. The Personnel Office shall provide the President of the Union with five (5) copies of all promotion opportunities. The Union President shall be responsible for insuring that notices of promotional opportunities are posted in work sites.
  - B. In making provisional promotions, the Sheriff or his/her designee will consider and interview at least the three most senior qualified employees who apply for the position.
  - C. The following procedure shall be applicable to provisional promotions:
    - 1) Notices of promotional opportunities shall include the title of the position, minimum qualifications, work location, salary range, date announced and the last date applications will be accepted.
    - 2) The last filing date shall be at least fifteen (15) working days from the date the Personnel Office announces the opening.
    - 3) Employees wishing to be considered for a vacancy must file an application for promotion with the Personnel Office after the vacancy is announced and prior to the last filing date. Applications filed at any other time will not be considered. Such applications shall be provided by the Personnel Office and shall include the name of the employee, present title and work location, title and location of position applied for, and qualifications.
3. **Seniority and Tenure**
  - A. Seniority for layoff and other Civil Service purposes shall be pursuant to Civil Service Law and Rules.

Seniority for benefit purposes, not governed by Civil Service Law or Rules, shall mean an employee's total length of continuous employment in title as a full-



time employee of the Sheriff's Department of the County of Delaware since his/her last date of hire. Effective July 22, 2005, an employee on a leave of absence or suspension will earn no credit during the time of the leave or suspension. Effective January 1, 2020 leaves of absence pursuant to General Municipal Law 207-c will not count against total length of employment for an employee. In order to carry out this intent, time credited towards seniority will be on a monthly basis. An employee must work at least 15 days in the month in order to get credit for the month. For benefit purposes, ties in seniority shall be broken by a coin toss.

**B. Lay Offs**

- 1) Layoffs shall be according to Civil Service Law and Delaware County Civil Service Rules.
- 2) The County shall give written notice to those employees to be laid off and the president of the Union at least ten (10) working days prior to the effective date of the layoff. If requested to do so the Personnel Officer and Sheriff shall meet with Union representatives to discuss the layoffs.
- 3) An employee who has received a notice of layoff and who wishes to bump must file a written notice of his/her intent to bump with the Personnel Office. Such notice shall indicate the title(s), shift(s) and division the employee would be willing to accept. An employee who fails to submit a bumping notice within three (3) working days of the effective date of his/her layoff will lose his/her right to bump.

**C. Recall**

- 1) In the event the work force is to be increased following a layoff the Personnel Officer shall notify the Union president, in writing, of such recall opportunities and shall meet with Union representatives to discuss same if requested to do so.
- 2) Notices of recall opportunities shall be sent to laid off employees at their last known address by certified mail. Such notice shall include the title(s) of available position(s), salary and division. If an employee fails to respond to the notice within ten (10) working days from the date of the mailing of the notice he/she shall lose all recall rights and shall be considered to have quit.

4. **Shift Assignment:** Whenever practical seniority shall be taken into consideration when shift assignments or changes in shifts are made, i.e. the shift preference of senior personnel will be taken into consideration when routine shift assignments are made. When temporary shift changes are required, least senior personnel will be changed first. This provision shall not limit the departments right to schedule staff as required in emergency situations and to make routine assignments based on the objective of having all shifts staffed with adequate qualified personnel.

5. **Disciplinary Action**

- A. An employee has the right to union representation during formal disciplinary procedures including reprimands. When a request for representation is made, no such formal action shall be taken with respect to the employee until there has been a reasonable opportunity for such representative to be present. His/her right to union representation does not include normal progress performance and evaluation interviews or observations.
- B. If the County suspends or discharges an employee, they will notify the employee by letter of the effective date of the proposed action as well as the length of any proposed action. This letter shall also specify the reasons for such action.
- C. Meetings regarding disciplinary matters shall be an attempt to foster discussion leading to a resolution of the relevant issues. The County shall advise employees of the nature of meetings with management at the beginning of such meetings.
- D. All disciplinary actions for any alleged infraction shall be made with due regard for individual privacy.
- E. **Procedures:** Disciplinary procedures shall be that which is provided by statutory provisions of Civil Service Law. This shall not be interpreted as providing any more rights than provided by Section 75.

The employee, Union president and Union staff representative shall be provided with a copy of the charges and specifications.

Disciplinary charges shall be served in writing within thirty (30) calendar days of any official verbal notification that charges are forthcoming. Failure to serve charges within thirty (30) calendar days of the official verbal notification shall result in the following: If the official verbal notification is given by the Sheriff or Undersheriff or at their direction, the penalty imposed following a Section 75 hearing may not include removal of the employee. This provision shall not prevent a settlement which includes the removal of an employee.

A disciplinary matter may be settled at any time. Any settlement shall be reduced to writing. Under no circumstances may an employee be required to execute a settlement without being afforded a reasonable opportunity to have a representative of the Union or his/her own attorney present. A copy of the settlement shall be provided to the Union.

The local Union president or his/her designee, the charged employee and necessary employee witnesses, subpoenaed to testify on behalf of an employee, may charge Union time in quarter hour units, for time spent at a disciplinary hearing subject to the limits provided for in Article VI, Union Time.

Either party may inspect and copy, upon a written request, any written statements of witnesses or records that are normally subject to discovery and which are relevant to the disciplinary charges and which are in the possession of the other party in advance of the date of such proceeding.

If an employee chooses not to be represented by the Union but by his/her own private attorney, the employee shall bear the cost of preparing and presenting his/her own case. The employee shall promptly notify the employer, in writing, of any such election to be represented by his/her own private attorney. No employee can be represented in such a disciplinary proceeding by any officer, executive board

member, delegate, representative, or employee of any actual or claimed employee organization or affiliate thereof other than Council 82.

6. Employees do not have the right to bump other employees shift or pass days unless mutually agreed upon and approved by the Sheriff or his/her designee.
7. **Rules and Regulations:** Rules and regulations governing the personal standards of conduct of employees shall be reasonable and uniform.

### **ARTICLE VIII** **WORK WEEK - HOURS OF WORK**

1. The work week of an employee shall be determined on a recurring seven (7) day basis starting with the first day of a pay period and ending seven (7) days later.
2. The normal workweek shall be a forty (40) hour week, eight (8) hours a day, five (5) consecutive days per week.
3. However, the scheduling of the hours to be worked, the starting and quitting time, lunch periods, compensation time and other details of the work week shall be the prerogative of the governing body of Delaware County or the Sheriff or his/her designate so long as they do not violate any existing Federal or State Law.
4. The established work schedule shall not be changed without reasonable advance notice to the employee except in an emergency when it is necessary to do so to provide for continuation of County services.
5. There shall be no rescheduling of days off or tours of duty for the sole purpose of avoiding the payment of overtime.
6. The County shall have the right to change the method used to record arrival and departure time to include the use of time clocks.
7. It is the employee's responsibility to report hours worked and hours taken within the pay period reported.

### **ARTICLE IX** **COMPENSATION**

As detailed in Appendix A, the following adjustments in salary schedules and individual salaries will be:

(1) Effective January 1, 2020: Corrections Officer Training Rate to be \$1500 less than 2019 Base Rate; Freeze entry level to 2019 rate. Add step 5 \$1250 above 2020 step 4 rate (retro to 1/1/2020). 2% COLA except for Corrections Officer newly created step 5 which is 0%.

(2) Effective January 1, 2021: Add Corporal title between Corrections Officer and Sergeant. Adjust salary schedule for Sergeant and First Sergeant. Difference between top step and bottom step of next title for all titles is 5% and 3.5% between entry and full

performance, based on 2020 salary for Corporal, Sergeant and First Sergeant. Only Corrections Officers 2% increase as all other titles receive increase with adjustment.

(3) Effective January 1, 2022: 2.25%

(4) Effective January 1, 2023: 2.0%

(5) Effective January 1, 2024: 2.0%

Eligible employees will receive increments where due.

4. **Shift Differential** - All employees who work on the third shift (3:00 pm to 11:00 pm) will receive an additional seventy-five (\$.75) cents per hour; employees who work on the first shift (11:00 pm to 7:00 am) will receive an additional one dollar and twenty-five cents (\$1.25) per hour.
5. **Longevity Pay** - Effective January 1, 2020 and then effective January 1 of the year in which a regular full-time employee reaches ten (10) years of continuous service as a regular full-time employee, five hundred dollars (\$500) will be added to his/her annual salary, fifteen (15) years of continuous service as a regular full-time employee, seven hundred fifty dollars (\$750) will be added to his/her annual salary, twenty (20) years of continuous service as a regular full-time employee, fifteen hundred dollars (\$1500) will be added to his/her annual salary. Longevity will not be added to an employee's annual salary in computing raises but will be considered part of their salary for other purposes, i.e. overtime, etc. Longevity amounts do not compound on themselves.
6. **Minimum Call In Time** - Employees who have completed their work day and who have left their work site and who are then called back to work will be paid for a minimum of four (4) hours or he/she will be granted a minimum of four (4) hours compensatory time. Such guaranteed minimum call in pay will not apply to an uninterrupted extension of the normal work day or where an employee is called in prior to the commencement of his/her normal work day and such call in work extends into the starting time of his/her next regularly scheduled work day.
7. **Overtime** - Employees requesting the use of compensatory time off will follow the same procedure as provided for in Article X, Employee Benefits, Vacation 13, a.
  - A. Employees shall receive compensatory time off at a rate of one and one half (1 and ½) hours off for each hour worked in excess of forty (40) hours per week will be paid time and one half (1 and ½) for all hours worked in excess of forty (40) hours per week. Employees shall have the option of being paid for the time earned during the pay period, or shall accumulate such time, as long as the employee's compensatory time falls within the limits established in this agreement.
  - B. Except in emergencies no employee shall work overtime unless said overtime is necessary and has been approved by the Sheriff or his/her designee.
  - C. Authorized overtime will be assigned to an employee in one-quarter (1/4) hour units only.
  - D. Employees will be paid for fifteen (15) minute overtime units as follows:

<u>Extra Time Worked</u>	<u>Time Paid</u>
Less than 5 minutes	0
5 minutes	15 minutes
19 minutes	15 minutes
20 minutes	30 minutes
34 minutes	30 minutes
35 minutes	45 minutes

49 minutes	45 minutes
50 minutes	60 minutes

E. Employees will be "docked" for late arrival utilizing the same quarter (1/4) hour unit principle as overtime assignment as follows:

<u>Minutes Late</u>	<u>Time Paid From</u>
Less than 5 minutes	Paid from regular starting time
5 - 19 minutes	15 minutes after regular starting time
20 - 34 minutes	30 minutes after regular starting time
35 - 49 minutes	45 minutes after regular starting time
50 - 60 minutes	60 minutes after regular starting time

F. The parties agree that this procedure shall only be used to determine how employees will be paid for late arrivals. This procedure will not change how arrival times are recorded, i.e. arrival times will be recorded as the actual time an employee arrives at work.

G. This procedure will not constitute a definition of late arrival, i.e. employees arriving at work less than five minutes after their normal starting time will still be considered late.

H. **Computing Overtime:** The following **shall not be** considered hours worked for the purpose of computing overtime:

- 1) Undocumented sick time except as hereinafter provided.

I. **Computing Overtime:** The following **shall be** considered hours worked for the purpose of computing overtime:

- 1) Holidays
- 2) Personal time
- 3) Bereavement in the immediate family as referred to in Article X
- 4) One-half bereavement days for co-workers or close friends
- 5) Vacation
- 6) Compensatory time
- 7) Administrative Leave
- 8) Jury Duty
- 9) Military leave for training purposes
- 10) Except as hereinafter provided, sick leave, if prior to the second Thursday following the end of the pay period, the illness is verified by a physician's statement.

Full-time employees, who as of January 1, have worked the entire prior calendar year and who have used the equivalent of three days or less of undocumented sick leave within that calendar year or have less than an equivalent of three days without pay, or who have a combination of sick leave and days without pay totaling three days or less, will not be required to document sick leave for overtime purposes during the upcoming year. This provision shall not restrict the

County's right to ask for a physician's statement for any absence in excess of three days or for a pattern of abuse of sick leave pursuant Article X, Sick Leave and that such a statement will be used for overtime purposes.

J. **Overtime Assignment:** The Sheriff will develop written procedures and schedules for the assignment of overtime. Such procedures will provide that:

- 1) Records of employee refusal of overtime and attempts to call persons in are maintained.
- 2) Assignment of overtime to regular full-time employees is done on a rotational basis, so that overtime is distributed in a relatively equal manner by title and division.
- 3) Employees who work two shifts in one twenty-four (24) hour period shall receive time and one-half (1 and ½) for those hours worked in excess of their regularly scheduled work week. Working a shift that starts prior to and ends after midnight shall not be counted as having worked a separate shift in two different days, nor shall paid leave time be counted as time worked for the purpose of determining when an employee shall be paid time and one-half for a double shift.
- 4) Employees who work more than sixteen (16) hours in a 24 hour period will be paid double time (2x) for all hours worked in excess of sixteen (16) hours.
- 5) Except as provided in subparagraph 5 and section K, notwithstanding any other provisions of this article or any other provision of this agreement, under no circumstances shall an employee be paid more than time and one-half for any hours worked.

K. **Forced Overtime and Mandation**

- 1) The Sheriff or his/her designee will develop written procedures and schedules for forced overtime and mandation. Such procedures will provide that scheduled forced overtime assignments and mandation for regular full time employees is done on rotational basis and documentation of the rotation list is maintained.
- 2) **Forced Overtime (Volunteering to Avoid a Mandation)** will be compensated at double time (2X) for all hours worked in excess of his/her regularly scheduled shift.
- 3) **Forced Overtime (Mandated Assignment)** will be compensated at time and a half (1 and ½) for all hours worked in excess of his/her regularly scheduled shift.
- 4) An employee mandated to work **from A Line to B Line** will continue to earn A Line shift differential for the hours worked during B-Line.

L. **Removal from Rotation Lists by Tenure**

- 1) On the anniversary date of the year in which an employee reaches seven (7) years of continuous service as a full time Corrections Officer, scheduled forced overtime

shift assignments will no longer apply to that officer. The employee's name will be removed from the Rotation List.

2) On the anniversary date of the year in which an employee reaches fourteen (14) years of continuous service as a full time Corrections Officer, the employee's name will be removed from the Mandation List.

8. **Compensatory Time:** Employees hired prior to June 26, 1996, may accumulate a maximum of two hundred (200) hours of compensatory time. Any compensatory time earned in excess of 200 hours shall be paid or used no later than the pay period following the pay period in which it is earned.

Employees hired June 26, 1996 or after, may accumulate a maximum of eighty (80) hours of compensatory time. Any compensatory time earned in excess of 80 hours shall be paid or used no later than the pay period following the pay period in which it is earned.

Effective December 1 of each year, employees may make a written request to be paid for some or all of their accumulated compensatory time. Approval of such request shall be at the sole discretion of the Sheriff with the approval of the Personnel Officer and subject to availability of funds.

All accumulated compensatory time will be paid at the time an employee leaves the employment of the Department or when an employee makes a permanent change to parttime status within the Department.

10. **Travel Pay:** Travel required by the employer will be considered time worked. The parties agree that this section shall not be interpreted to mean that employees will be paid for travel that would normally be required for commuting to work.
11. **Pay Periods:** A system of twenty-six (26) pay periods per year, is agreed to and shall be continued.
12. **Out-of-Title Work:** Employees who are temporarily assigned to work in a higher job classification will be paid a salary equivalent to the salary he/she would have received if he/she had been promoted to the higher classification subject to the following conditions:
- A. Employees must be assigned to the higher duties in writing by the Sheriff with the approval in writing by the Personnel Officer.
  - B. Employees are assigned to the higher classification for at least five (5) consecutive work days.
  - C. At the end of the temporary assignment the employee's salary will be reduced to the salary he/she was receiving previously.
  - D. Employees will be paid the higher out of title rate for hours actually worked and not for paid leave time used during the time he/she works out of title.
  - E. Use of paid leave time during the time an employee is working out of title will not break the consecutive workdays.
  - F. Corrections Officers shall not be entitled to shift supervision pay and out of title pay at the same time. In the event a shift supervision assignment is made for five consecutive days or more, an individual will be paid out of title pay as a Sergeant

for all days he/she supervised a shift instead of receiving the shift supervision compensation provided for hereafter.

13. **Pre Shift Work**: Employees are required to report to duty fifteen (15) minutes prior to the start of their shift for mandatory preshift work. Overtime for this work will be computed the same as all other overtime worked.

14. **Inclement Weather Policy**

In the event County Buildings are closed by the Chairman of the Board of Supervisors or his/her designee, due to a weather or other unforeseen emergency, those employees who must remain at work or come to work to ensure adequate coverage of the Correctional Facility will be paid at time and a half (1 + ½) until the buildings are reopened.

## **ARTICLE X**

### **EMPLOYEE BENEFITS**

1. All regular full-time employees are entitled to the benefits delineated in this Article.
2. Except as otherwise indicated in this agreement, full-time employees changing to a regular part-time status will lose all previously accrued longevity and benefits including accumulated sick leave.
3. A day for the purpose of computing sick leave, vacation, bereavement, personal days, etc., shall be eight (8) hours.
4. **Notice of Resignation or Retirement**
  - A. Except in an emergency employees are required to give ten (10) working days advance notice of their resignation or retirement. Paid leave time shall not be counted as part of the ten (10) days.
  - B. Employees who fail to give the required ten (10) working days notice will have their entitlement to any unused paid leave time reduced by one (1) day for each day their notice is deficient.
5. **Health Insurance**
  - A. The County will maintain a health insurance plan, and a prescription drug plan with co-pays not to exceed \$35.00.
  - B. Except as hereinafter indicated, contributions to the cost of health insurance for employees hired by the County before June 26, 1996, whether or not the employee has or is eligible for health insurance coverage, hereinafter referred to as "**Status 1 employees**", will be determined as follows:  
Full-time Employees
    - 1) The County's contribution toward the cost of health insurance, for full-time Status 1 employees, shall be 90% of the cost of an individual plan with or



without prescription or 90% of the cost of a family plan with or without prescription or a combination thereof.

- 2) A full-time Status 1 employee's contribution to the cost of health insurance shall be the difference between the cost of the plan the employee selects and the County's contribution to the cost.

- C. Except as hereinafter indicated, contributions to the cost of health insurance for employees hired by the County on or after June 26, 1996, hereinafter referred to as "**Status 2 employees**", shall be as follows:

Full-time Employees

- 1) The County's contribution toward the cost of health insurance, for full-time Status 2 employees, shall be 80% of the mid cost individual plan with or without prescription or 80% of the mid cost family plan with or without prescription or a combination thereof.
- 2) A full-time Status 2 employee's contribution to the cost of health insurance shall be the difference between the cost of the plan the employee selects and the County's contribution to the mid cost coverage.

- D. The County will continue a premium only pre-tax program pursuant to Section 125 of the Internal Revenue Code for as long as such program is permitted under law.

During the life of the contract, the parties will review the pre-tax program to determine if additional items should be added such as child care and unreimbursed medical expenses.

- E. Current employees who leave the employment of the County, and then who are re-employed by the County, shall be considered Status 2 employees.

- F. The County will not pay for **double health insurance/prescription coverage** for any employee regardless of their date of employment. This provision will be implemented as follows: where two employees are eligible to be a dependent on the other's health insurance policy, at the option of the employees, one employee will elect two person or family coverage with the other employee carried as a dependent, or each may elect individual coverage. In the event an employee becomes ineligible for coverage, as the policy holder or as a covered dependent of a policy holder, due to such factors as termination of employment, change in employment status to a position where coverage is not available or divorce, continued coverage will be made available to eligible employees without regard to reopening status, and with no lapse in coverage or disallowance for pre-existing conditions.

- G. The County will pay its share of the cost of health insurance during such time as an employee is working or receiving paid leave.

Except as otherwise provided employees who go without pay for more than fifteen (15) consecutive working days must assume the cost of their health insurance at such time as the coverage paid for by the County ceases. The Personnel Office shall notify such employees when he/she must assume the cost of their health insurance.

- H. In addition, for those employees with less than six (6) months of accumulated sick leave who become disabled on or off the job, and who file a disability or worker's

compensation leave request, the County will continue to pay the cost of health insurance up to a maximum of six (6) months for an off-the job disability or for a worker's compensation disability. The six (6) month limit shall include any time during which an employee is receiving paid sick leave, and shall be for any one injury or illness.

I. During the duration of this agreement the County shall have the right to change health insurance plans and/or carriers provided any new plan adopted must provide the same or improved benefits, if available, as the plan in effect at the time this agreement is executed. A change in health insurance plans and/or carriers could include a self-funded plan. Prior to any new plan being adopted the Union will be given the opportunity to review the proposed plan and reject same if it does not provide the same benefits as contained in the existing plan unless the same benefits are not available.

J. **Dental Plan:** The County will continue to provide an optional dental plan for as long as the County can obtain such a plan through a carrier.

If an employee elects the dental plan instead of the prescription plan, and the dental plan costs more than the prescription plan, the employee will pay 100% of the additional cost of the dental plan.

If an employee elects to have both the prescription and free-standing dental plans, the employee will pay 100% of the cost of the dental plan.

An employee can only change his/her election regarding prescription or dental plan on January 1<sup>st</sup> of each year.

L. **Prescription Plan:** The Employer shall continue to provide a prescription drug program as described in Appendix "B" of this agreement.

It is the responsibility of the employee to sign up for or waive the Prescription Plan either at time of eligibility, time of eligible event, or during the open enrollment period.

The County shall have the right to change individual employees or all of the employees in the bargaining unit to a co-pay not to exceed \$35.00 prescription card drug program if the cost of the current prescription reimbursement plan exceeds the cost of providing a card.

In making the decision to change an individual or all employees to a prescription card program, the County will take into consideration a minimum of a six month period to determine if the cost of reimbursement exceeds the cost of providing a card.

Individuals who are switched from the reimbursement program to a card will not be required to contribute to the cost of such card, but shall be required to pay the co-pay not to exceed \$35.00. The County shall have the right to change individuals or all employees from a card back to the prescription reimbursement program. In making the decision to change an individual or all employees from a card to the reimbursement program, the County will take into consideration at least a six month period when an employee(s) was covered by a card. All changes from the reimbursement program to a card or visa versa will only occur on the last re-opening date.

Employees who are covered by the reimbursement program shall have the right to switch to a card at the last re-opening date prior to the date of their retirement.

- M. **Mid-Cost health insurance plans:** Shall in general be comparable to other health insurance plans offered by the County but they need not provide the exact same coverage. The Union shall be given an opportunity to review and reject any new optional health insurance plan offered by the County on or after January 1, 1996 if the County should claim such new plan as the mid cost plan. Nothing in this provision shall prevent the County from offering a new optional health insurance plan, with substantially lower benefits than other plans offered by the County, provided the County does not claim such plan as the mid cost plan.
- N. **Pre-Tax Program:** The County will continue a premium only pre-tax program for employees contribution to the cost of health insurance pursuant to Section 125 of the Internal Revenue Code. Health insurance contributions for new employees shall be as specified in paragraph “5.C.2.” of this Article regardless of the date when a pre-tax program is instituted or if and when such a pre-tax program is terminated by a change in federal regulations.
- O. **Retirees:** Employees who retire directly from County service under the New York State Retirement System and who have health insurance through the County at the time of their retirement, will be allowed to purchase, at the retiree’s expense, the health insurance plan offered by the County until he/she is eligible for Medicare, except if he/she has the right to do so under COBRA or other Federal or State Law. The retiree will be allowed to purchase, at the retiree’s expense, the prescription card plan offered by the County until he/she discontinues it.
- 1) This provision shall:
    - a) Not apply to former County employees who retired prior to the ratification/approval of the agreement by both parties except for those retirees who retired previously but who are still on a County policy under COBRA.
    - b) Only apply at the time of the employee’s retirement. If an employee continues health insurance through the County at the time of their retirement but subsequently discontinues such coverage, he/she will not be eligible to rejoin a County plan.
  - 2) If a retiree fails to submit their required contribution on a timely basis, he/she will be dropped from the County plan(s) and will not be eligible to rejoin such plan.
  - 3) The right to purchase health insurance through the County will be applicable during the life of the retiree and shall not extend to dependents after the retiree’s death except if required by COBRA or other Federal or State law.
  - 4) The County will notify all retirees and the Union of any termination of coverage for all retirees at least six months prior to the effective date of such termination. This six month notice requirement shall not be applicable to termination of coverage for an individual retiree due to non-payment of premium.
  - 5) Retirees shall be treated in the same manner as active employees in regard to health insurance.

- 6) Nothing in this provision shall prevent or limit the right of the County to place retirees and/or surviving dependents in a separately rated sub-group.

P. **Domestic Partners:** Except as hereinafter indicated, the County will provide domestic partner coverage under those health insurance plans offered by the County which will provide domestic partner coverage with no increase in premiums subject to the following:

- 1) The addition or continuation of a domestic partner to an employee's health insurance policy will not result in any additional cost to the County. If the addition/continuation of a domestic partner to an employee's policy results in a change from an individual to a family policy or to a two person policy, the employee will pay one hundred percent (100%) of the additional cost resulting from such a change.
- 2) Domestic partners will not be eligible for the prescription drug reimbursement program contained in Appendix B.
- 3) Children of a domestic partner are not eligible for coverage under our employee's health insurance plan unless there is a court order requiring such coverage or the child is the biological child of the employee or the employee has adopted the child. Documentation of these circumstances must be submitted to the Personnel Office before the children of a domestic partner can be covered by the employee's health insurance plan.
- 4) Except as herein indicated all matters related to eligibility for and documentation of domestic partner status shall be handled in the same manner as established in the Employee Benefits Division of the New York State Department of Civil Service for state employees. It is the responsibility of the employee to submit the required documentation in a timely manner. Failure to do so will result in the disqualification of an individual as a domestic partner under this provision.

## 6. **Retirement**

- A. The County will continue to participate in the non-Contributory 1/60th New York State Retirement Plan retroactive to 1938. Eligibility of employees covered by this agreement shall be governed by the rules and regulations of the New York State Retirement System.
- B. Employees employed on or after July 27, 1976 are covered by retirement plans mandated by the New York State Retirement System as provided by their tier system.
- C. In addition to the above retirement coverage, the County agrees to continue the provisions of Option 41J, available under the New York State Retirement System the cost of which will be wholly paid by the County.
- D. The County will continue retirement plan 75i for Tier 1 and Tier 2 members.

- E. Effective January 1, 2017, the County will offer eligible employees participation in the 89-P and 603 (I) (25 Year) Plan.

7. **Holidays with Pay**

Regular full-time employees will earn one (1) holiday per month as follows:

- A. Employees must have been on the payroll as a regular full-time employee for at least thirty (30) consecutive days.
- B. Holidays to be credited on the first day of each month.
- C. Holidays to be scheduled on a day mutually agreeable with the employee and the Sheriff or his/her designee. Requests for the use of holiday time shall be submitted in writing no later than the 15<sup>th</sup> day of the month prior to the month in which the holiday time is to be used.
- D. Whenever practical employees will be scheduled to take one holiday per month.
- E. Absences on the last scheduled working day prior to and the first scheduled working day after a scheduled holiday will be excused provided the employee presents a reason satisfactory to the Department Head.
- F. Employees who have been requested to report for essential work on a previously scheduled holiday and who have accepted the assignment and who then fail to report without satisfactory reason to perform such work, shall not receive holiday pay.
- G. Where scheduling of an employee for a holiday is not practical due to departmental work requirements, the Sheriff, with the approval of the Personnel Officer, may pay an employee for a holiday instead of giving a day off.
- H. All holidays earned in a calendar year must be used within thirty-one (31) days of the end of that calendar year or an employee shall be compensated for such holidays within thirty-one (31) days of the end of the calendar year.
- I. Employees may not accumulate more than five (5) holidays except with the written permission of the Sheriff or his/her designee. Once more than five days have been accrued, if days off are not scheduled, it will be scheduled for the employee. However, employees will not lose holiday pay except if an employee refuses to be scheduled for a holiday prior to exceeding the five (5) holiday limit.
- J. Notwithstanding any other provisions of this article employees who work on New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25) shall receive time and one-half for all hours worked on that date.

8. **Vacations with Pay**

- A. Vacations will be granted to all employees covered by this agreement who work the required period before being eligible for a vacation as follows:
  - 1) One (1) year but less than seven years of continuous service, ten (10) working days.
  - 2) January 1st of the year in which an employee reaches seven (7) years of continuous service, fifteen (15) working days.
  - 3) January 1st of the year in which an employee reaches fourteen (14) years of continuous service, twenty (20) working days.
- B. January 1st of each year shall be the date on which employees qualify for vacation pay allowance as hereinafter provided.
- C. Vacation eligibility shall be established as follows:
  - 1) To be eligible to receive a full vacation, an employee must have worked during at least sixty (60%) percent of the pay periods during the calendar year prior to the established eligibility date of January 1st.
  - 2) An employee who does not meet the requirements of one (1) above may receive a pro-rated vacation if the absence was caused by circumstances beyond his/her control.
  - 3) Employees entering the employ of Delaware County throughout the year shall have their first year's vacation prorated as of the January 1st date following their date of employment. Such amount shall be the allowable paid vacation time to be taken during the ensuing calendar year.
  - 4) Pro-rated vacations shall be computed on the basis of 1/52 of their regular vacation allowance for each week that the employee did work in the employ of Delaware County during his/her qualifying period.
  - 5) Employees terminated, for any reason, prior to December 31st of their beginning year of employment, shall not be entitled to paid vacation days.
  - 6) After one full calendar year of employment, employees may carry over ten (10) accrued vacation days from the current vacation year to the succeeding vacation year.
  - 7) In situations where departmental work requirements make it difficult for an employee to use his/her vacation time, the employee may request that he/she be allowed to carry over additional vacation days, or that he/she be paid for all or part of any unused vacation days in excess of ten (10) days, however, except as provided for in paragraph 8, employees may not carry over more than 20 vacation days from year to year. Such requests will be subject to the approval of the Sheriff and the Personnel Officer.
  - 8) Employees who have not been given any opportunities to use their vacation time shall have the right to carry over all unused vacation time to the succeeding year, and will not be required to accept payment in lieu of time off.
  - 9) Employees will lose unused vacation time in excess of ten (10) days if he/she was given an opportunity to use his/her vacation and he/she refused to use it.



- 10) Employees who resign or are discharged prior to January 1st of any year shall not be eligible for a pro-rated vacation allowance for the calendar year in which he/she resigns or are discharged. Employees with at least one (1) year of service may take any unused vacation allowance credited to them as of the previous January 1st.
- 11) Employees who retire, or the estates of those employees who die, shall receive a vacation allowance based on the time he/she is in service at the rate of 1/52 of his/her applicable vacation pay for each week in which he/she worked within the year prior to the applicable eligibility date of the particular vacation year. All earned vacation must be taken prior to retirement.
- 12) Scheduling of vacation shall be the function of the County of Delaware through the Sheriff or his/her designee, however, whenever practical, seniority shall be respected in the selection of vacation time. However, in the event a conflict in scheduling occurs, seniority shall be the determining factor provided both requests are made no later than the 15th of the month prior to the month in which the vacation time is to be used.
- 13) The following procedure shall apply to vacation requests:
  - a) Requests for the use of vacation time shall be submitted, in writing, no later than the 15th of the month prior to the month in which the vacation time is to be used.
  - b) A request for a full week vacation shall take precedent over single day(s) vacation. If multiple members request the same week or single day(s) vacation, seniority will be the determining factor.
  - c) Employees will be notified in writing if their request is approved or denied no later than ten (10) working days from the date the request was submitted. Reasons for denial will be given.
  - d) Vacation requests submitted after the 15th of the month prior to the month in which the vacation time is to be used may be approved at the discretion of the Sheriff. All such requests will be approved or denied in writing as soon as practical, however, no reason need be given for a denial.
- 14) Vacation days may be taken in not less than one hour units except those employees who receive a pro-rated vacation may use whatever fraction of a day results from such pro-rating.

## 9. Sick Leave

- A. Full-time employees shall be granted one (1) day of sick leave for each month of employment accumulative to one hundred eighty (180) days.
- B. Employees may use a maximum of ten (10) sick days per calendar year or personal illness or to attend to members of their immediate family whose illness requires the care of the employee. The definition of immediate family shall be the same as the definition contained in the bereavement section. The use of sick leave for the care of members of immediate family shall be subject to the same provisions as use of sick leave for employee illness, i.e., doctor's notes, etc.
- C. Employees shall be required to call in to notify the County of his/her illness and absence before the work day commences if physically possible. The Sheriff or his/her designee may make reasonable written rules as to how such notice is to be given and it shall not be unreasonable to require notice of at least two (2) hours.
- D. The County may require a doctor's certificate for any absence in excess of three (3) days. In addition, the County may require a doctor's certificate for any absence if an employee



has established a pattern of abusing sick leave such as repeatedly using sick leave on the day before and/or after a regular day off or the day before and after a paid leave.

- E. Employees using nine (9) or more days of sick leave not documented by a doctor's statement within a calendar year will not earn a sick day for the first two months of the following year. Employees using seven (7) or eight (8) days of sick leave not documented by a doctor's statement within a calendar year will not earn a sick day for the first month of the following year.
- F. Employees who have worked an entire calendar year and who have used two (2) days or less of sick leave within that calendar year or who have less than two (2) days without pay, or who have a combination of sick leave and days without pay totaling two (2) or less days will be granted two additional personal days the following year.  
Employees who worked an entire calendar year and who have used no sick leave and who have not gone without pay within the calendar year, shall be granted three (3) additional personal days the following year.
- G. Employees will be allowed to use sick leave in a minimum of one-quarter hour units.
- H. Sick leave shall be used for personal illness or disability that prevents the employee from reporting to work, regular medical, dental or vision appointments. Sick leave used for regular medical checkups, on-going treatment, diagnostic testing, and dental or emergency care, which is the result of an accident or injury, shall be documented by a certificate from the health care provider. Standard forms provided by the Personnel Office will be used for all doctor certificates and employee statements concerning the care of members of their immediate family. Sick leave may be used by the employee for taking the employee's spouse or dependent children for regular medical, dental and vision appointments.
- I. Employees who are scheduled to work on a holiday and who call in sick and who do not provide a doctor's statement for that absence may be required to submit a doctor's statement for any sick leave absence on a holiday for a period of one year.
- J. Standard forms provided by the Personnel Office will be used for all doctor certificates and employee statements concerning the care of members of their immediate family. Such forms will not require the care provider to indicate more than a generic diagnosis. No other forms will be acceptable.

#### 10. Personal Leave

- A. Personal leave is leave with pay for personal business and is to be taken with departmental approval so as not to interfere with the proper operations of government. Employees requesting the use of personal leave will not be required to give any reason other than "personal" provided he/she requests the personal leave at least two (2) working days in advance, i.e., employee requests Friday off, if the request is made on or before Tuesday, no reason need be given, if the employee requests Friday off and the request is made on or after Wednesday, the department head may require the employee to give a reason.
- B. Personal leave will not be accumulative from year to year.
- C. Personal leave may be taken in not less than one half hour (1/2) units.
- D. Employees who have been in the service of Delaware County for at least eight (8) weeks as of January 1, will be credited with three (3) personal days.
- E. Employees who enter the employment of Delaware County throughout the year shall have their first year's personal leave pro-rated on the basis of 3/12 of a day for each full month

remaining in the calendar year. Computation and crediting of such personal leave shall not begin until the first day of the calendar month following eight (8) weeks of employment.

11. **Unpaid Leaves of Absence**

- A. Leaves of Absence without pay may be granted to a permanent employee for a limited time period, where in the opinion of the Sheriff such leave is justified, and the department can make the necessary arrangements. Such leave must be requested in writing and approved by the Sheriff and the Personnel Office. Normally leaves of absences shall not exceed one year in length. However, in an exceptional case, the Personnel Office may, for good cause, permit an extension of the leave of absence up to a maximum of an additional one year. In no case may such leave of absence exceed an aggregate two years from the date of commencement of the leave, except as provided for by Military Law.
- B. Leaves can normally be granted for the following purposes:
  - 1) Maternity - if appropriate medical documentation is provided
  - 2) Child Care - if documentation of need is provided
  - 3) Family emergency - if documentation of emergency is provided
  - 4) Extended illness - if appropriate medical documentation is provided including nature of illness and expected duration
  - 5) Educational leave - if appropriate documentation of participation in an educational program is provided and such education shall in the opinion of the Sheriff benefit the department by increasing the usefulness and efficiency of the employee in his/her current position
  - 6) To serve in another position in Delaware County government in a temporary or provisional capacity
  - 7) Military service - as provided by Military Law
- C. In unusual circumstances, a leave of absence without pay may be granted by the Sheriff and approved by the Personnel Officer for reasons other than those cited here. Leaves of absence will not be granted for the purpose of accepting employment with an employer other than Delaware County.

12. **Bereavement**

- A. Full-time employees shall be entitled to three (3) days paid bereavement leave per calendar year for death occurring in the immediate family. Immediate family shall mean spouse, father, mother, sister, brother, children, step-relatives, as well as father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, step grandchild, and grandparents. Bereavement shall not be accumulative.
- B. The three days of bereavement shall be per occurrence for the death of a mother, father, child, spouse, brother or sister. Family members included in this section shall include step-relatives.

**Examples:**

Mother and grandparent die in the same year: total six (6) days bereavement; Mother, father and grandparent die in the same year: total 9 days bereavement; Grandparent and a mother-in-law die in the same year: total 3 days bereavement.

- C. Full-time employees will be granted time with pay not to exceed three (3) one-half (½) days per calendar year to attend the death related event(s) of co-workers or close personal friends.
- D. Two one-half (½) days of bereavement for co-workers and close friends may be used in conjunction with one another in order to receive one (1) full paid day off for any one (1) death related event.

13. **Jury Duty**

- A. Employees who are summoned for jury duty and who are required to serve as a juror, during his/her regular working hours, will be reimbursed by the County for the difference between his/her jury pay and his/her regular straight time hourly pay. In no case will reimburse of eight (8) hours per day nor will the total reimbursement be in excess of forty-five (45) scheduled working days per calendar year.
- B. When less than one hour exists between the start of an employee's workday and the time an employee is required to report for jury duty, the employee shall not be required to report to work and will be paid jury duty for this time. However, the employee must advise the department that he/she will not be reporting to work as soon as the employee becomes aware of the start time for jury duty.

When less than one hour exists between the time an employee is released from jury duty and the end of an employee's normal workday, the employee shall not be required to report to work and the employee will be paid jury duty for this time.

- 1) Except as hereinafter indicated, employees will be allowed reasonable travel time and time to change clothing prior to reporting for jury duty or prior to reporting for work following jury duty as follows:
  - a) When an employee is required to report to jury duty during their normal work day.
  - b) When an employee's workday ends shortly before the time he/she must report for jury duty.
  - c) When an employee's work day begins shortly, or has already begun, after he/she are released from jury duty.
- 2) Time to change clothing will normally be limited to thirty (30) minutes and will be applicable when an employee wears a uniform or other work clothes not appropriate for jury duty.
- 3) In the event an employee wants to take additional time off to prepare for jury duty, or he/she did not want to return to work following the completion of jury duty, and his/her department head has approved the additional time off, the employee must use other paid leave time to cover this time.
- C. Jury Duty served on a voluntary basis is not reimbursable.
- D. Employees must submit evidence, from Court, as to the days or part days he/she served.

14. **State Disability Insurance**

- A. The County agrees to continue a State Disability Insurance Plan to cover off-the-job disabilities on a contributory basis. Except as hereinafter provided, employees will

contribute one-half (1/2) of one (1%) percent of wages paid, but not to exceed sixty (\$.60) cents per week. The County will pay the remaining cost.

- B. The County shall have the right to self-insure Off-the-job Disability provided any plan instituted shall provide the same benefits as the current plan. Prior to instituting a self-insured plan, the Union shall be given the opportunity to review said plan to insure that the benefits are the same as the current plan.
- C. **Joint Off-The-Job Disability Review Committee:** The parties agree to form a joint committee to review the County's Off the Job Disability Plan (OJDP).
  - 1) **Joint Committee Composition:** A reasonable number of representatives from all participating unions and management. Union representatives will be appointed by the Unit President.
  - 2) To consider a self-insured plan which mirrors the existing OJDP. This provision shall not limit the County's rights to self-insure the existing OJDP pursuant to subparagraph "B".
    - a) To consider an extended sick leave plan as an alternative to the existing OJDP.
    - b) To develop recommendations regarding "a" or "b" and submit same to the County and participating unions for consideration.
  - 3) Any recommendations made by the Joint Committee shall not be binding on the County or the Union. Such recommendations will be submitted to the Unit President and the Personnel Officer for consideration.
  - 4) Neither Union or County representatives shall be obligated to support such recommendations. It is also understood that there is no prior implied commitment or expectation that either the Board of Supervisors or the Union shall approve any recommendations of the Joint Committee.
  - 5) The County will arrange for release time for one employee to participate on his/her committee in the same manner as for negotiations.

15. **Deferred Compensation**

The County will continue to provide a deferred compensation plan. The County shall have the right to change plans and/or carriers provided any new plan shall be comparable to the current plan.

16. **Uniforms/Equipment**

- A. The Sheriff's Department will issue employees the following uniforms and equipment at no cost to the employee:
  - 1.) Effective with the ratification of the 2009 - 2011 contract, employees will receive one (1) Class A corrections uniform to include one (1) short sleeved shirt, One (1) long sleeved shirt, one (1) pair of pants until replacement is necessary
  - 2) Employees will receive five (5) sets of BDU (or comparable) uniforms to include five (5) black T-shirts, five (5) black long sleeve shirts, five (5) pair pants, one (1) belt and one (1) winter jacket.
  - 3) Effective with the ratification of the 2009-2011 Contract, the County will reimburse, the employee up to \$125 per year (based on documentation of purchase/sales receipt) for work footwear, approved by the Sheriff or his/her designate.
  - 4) Pushbutton Flashlight and Flashlight Batteries
  - 5) The County will pay all costs related to the purchase, maintenance and replacement of required weapons, related ammunition, all related leather items and cleaning supplies

for weapons. The employee agrees to carry the standard issue equipment as required and provided by the employer. It being the intent of this provision that weapons and related equipment be standard throughout the department.

- 6) The Department shall have available a minimum of five handcuffs in good working condition for temporary use by Corrections Officers.
  - 7) Other required equipment as determined by the Sheriff
  - B. Worn out, damaged or unsightly uniforms will be replaced at no cost to the employee provided the items are not damaged as the result of negligence of the employee. All items included in 16.A to be replaced are turned into the Department and the Sheriff or his/her designee determines that the items need to be replaced.
  - C. Class A uniforms will be dry cleaned, as necessary, and winter jackets will be dry cleaned, a maximum of two times per year, by the Department at no cost to the employee.
17. **Damage to Personal Property/Clothing:** The Department will pay for the replacement of eyeglasses, civilian clothing and other personal property required to perform duties damaged while on duty, subject to the following: the employee notified the Sheriff or his/her designee of the damage within twenty-four (24) hours; the cost of replacement is adjusted for reasonable wear and request for reimbursement is made within thirty (30) days of the damage; the cost to replace items is limited to \$300 per occurrence per calendar year; the employee will acknowledge in writing that all claims related to a particular incident have been “paid in full.”
18. **Employee Recognition**
- A. The County may, at its discretion, institute employee recognition programs as approved by the Board of Supervisors. The County will not be required to negotiate with the Union over specific programs provided individual employees to be recognized do not receive anything with a monetary value exceeding \$50.00.
  - B. The County will determine the scope and details of employee recognition programs but shall provide the Union with information concerning any programs instituted and shall post notices of same at various locations in applicable departments. Selection of employees to be recognized shall be at the sole discretion of the County, however, well defined criteria shall be applied uniformly and equitably in the selection of employees to be recognized.
19. **Direct Deposit:** The County shall continue to provide direct deposit of employees' paychecks.

## **ARTICLE XI** **GRIEVANCE PROCEDURE**

1. **Employee Protection**  
Nothing contained in this Agreement shall be construed to deny to any employee his/her rights under Section 15 of the New York Civil Rights Law or under applicable Civil Service laws and regulations.
2. **Rights to Representation**

Every employee shall have the right to present his/her grievance to the County, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages thereof.

3. **Grievance Procedure** (definitions)

- A. A grievance is a claim made by an employee or group of employees of an issue arising from the terms and conditions of employment or any violation, misrepresentation or inequitable application of the Agreement or law.
- B. The aggrieved party shall mean any person or group of persons in the negotiating unit filing a grievance.
- C. Party in interest shall mean any party named in grievance who is not the aggrieved party.

**PROCEDURES**

- 1. Except for informal decisions at Level #1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the employee or his/her designated agent within time limits hereinafter specified.
- 2. Efforts shall be made to avoid unreasonable interruptions of work schedules. Employees involved in any grievance procedure shall not be penalized loss of pay or any leave credits.
- 3. The County and Union agree to make available any and all materials and relevant documents, other than communication and memorandum and records concerning the alleged grievance.
- 4. Except when at Level #1, the aggrieved party and the party in interest shall have the right at all stages of the grievance to confront and to cross-examine all witnesses called, to testify and to call witnesses on one's own behalf and to be furnished with a copy of any minutes, and at their own expense, made at each and every level of the grievance procedure.
- 5. All documents and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
- 6. The Personnel Officer shall be responsible for the accumulation and maintenance of an official grievance record which shall consist of a written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony and all written decisions at all levels.
- 7. The official grievance record shall be made available for inspection, and/or copying by the aggrieved party, his/her representatives, administrators and the County, but shall not be deemed as a public record.
- 8. The employee or group of employees constituting a grievance shall have the right at Levels 1 and 2 to proceed personally or through the Union representative. The Union shall have the right to be present at all stages of the procedures herein set forth and shall be entitled to a written copy of the decision mailed to the appropriate representative of the Union within fourteen (14) calendar days of such decision.

**TIME LIMITS**

- 1. The time limits specified for either party may be extended only by mutual agreement.
- 2. If a decision at one level is not appealed to the next level of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal shall be barred.

3. Failure at any level of the grievance procedure to communicate a decision to the aggrieved party and/or his/her representatives within the specified time limit, shall permit the lodging of an appeal at the next level of the procedure within the time that would have been allotted had the decision been communicated by the final day.
4. All decisions and appeals from one level to the next shall be delivered by Return Receipt Requested mail or be hand delivered, signed and dated.

## LEVELS

### Level 1 - Sheriff

1. Within fourteen (14) calendar days after the occurrence of the grievance, the grievance shall be presented in writing to the Sheriff with a copy to the Personnel Officer.
2. Within fourteen (14) calendar days of receipt of the written grievance, the Sheriff shall deliver to the grievant, his/her decision in the matter with a copy to the Personnel Office.

### Level 2 - Personnel Officer

1. If the Sheriff's decision is not satisfactory to the grievant, the grievant must submit the grievance in writing to the Personnel Officer within fourteen (14) calendar days of the receipt of the Sheriff's decision.
2. Within fourteen (14) calendar days of receipt of the written grievance, the Personnel Officer shall deliver to the grievant, his/her decision in the matter with a copy to the Sheriff.

### Level 3 - Arbitration

If the Personnel Officer's decision in the matter is not satisfactory to the Union, the grievance may be referred to arbitration in writing within fourteen (14) calendar days of the receipt of the Personnel Officer's decision. The parties will attempt to mutually agree upon an arbitrator. In the event the parties are unable to agree upon an impartial arbitrator within fourteen (14) calendar days after its referral to arbitration, then an appointment shall be made in accordance with the following:

1. Either party shall secure a list of five (5) candidates to be named by the New York State Public Employees Relation Board as a possible arbitrator.
2. The parties shall meet and the party requesting arbitration selects from said list the candidate to be eliminated as an arbitrator, then the other party makes a selection from said list as to a candidate to be eliminated as an arbitrator. This continues with the parties alternately making selections until only one (1) candidate remains and he/she is deemed to be the arbitrator appointed by the parties.
3. If the arbitrator's decision denies the grievance in its entirety, the party filing the grievance shall pay all of the fees and expenses of the arbitrator. If the arbitrator's decision upholds the grievance in its entirety, the party against whom the grievance was filed shall pay all of the fees and expenses of the arbitrator. If the arbitrator's decision does not either deny or uphold the grievance in its entirety, the fees and expenses of the arbitrator shall be borne equally by the

parties. The arbitrator shall include in his/her decision which party or parties shall pay his/her fees and expenses as herein provided. The Union and the County shall bear the expense of their respective witnesses and other expenses they may incur.

4. The decision of the arbitrator shall be final and binding, but the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provisions of the Agreement. Nothing herein shall be construed to allow the arbitrator to usurp or otherwise derogate the power and authority given by law to the County.
5. The decision of the arbitrator and a statement of reasons for such decision shall be furnished by the arbitrator, in writing, to both the Delaware County Personnel Office and Council 82.

**Settlement** Any settlement of a grievance shall require the agreement of the Personnel Officer, the Sheriff and the Union.



**ARTICLE XII**  
**COMPATIBILITY WITH LAW**

This Agreement shall be construed so as to be compatible with all Federal, State and Local Law and the invalidity of any provisions of this Agreement by reason of any such existing law shall not affect the validity of the surviving provisions. If the enactment of legislation, or a determination by a Court of final jurisdiction (whether in a proceeding between the parties or controlling by reason of the facts) renders any portion of the Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included therein. In the event that the current laws are so modified to permit greater security than presently permitted by law, the County and the Union will negotiate concerning possible amendments to this Agreement in accordance with such modified legislation.

**ARTICLE XIII**  
**COUNTY RIGHTS AS AN EMPLOYER**

1. The County's entering into this Agreement in no way, either explicitly or implicitly, diminished its relationship as employer to its employees nor the County's rights and employees' duties such relationship entails.
2. The County retains all of its rights as an employer, including, but not limited to, the right to assign work as required, including that which requires overtime, their right to supervise as required, and the right to discipline where necessary, subject to the provisions of this Agreement, the Civil Service Law of the State of New York, and any other Federal, State or Local law.
3. **County Vehicles:** For those employees first assigned a County vehicle on or after March 18, 1983, the County expressly reserves the right to determine when these employees may have twenty-four (24) hour use of a vehicle, and shall have the right to unilaterally discontinue at any time any practice that permits these employees to drive a County vehicle to and from work. This provision shall in no way limit the County's right to terminate for just cause the twenty-four (24) hour use of a County vehicle by any employee who abuses or misuses a County vehicle regardless of when that employee was first assigned a vehicle.
4. The County shall have the right to unilaterally establish and change the method of recording time, including but not limited to, the use of time clocks.
1. **Random Drug Testing.** The County has the right to administer random drug testing to all employees in accordance with policy mutually agreed upon in the attached Memorandum of Understanding signed June 24, 2008.

**ARTICLE XIV**  
**PROHIBITION AGAINST STRIKES**

Neither the Union nor the employees it represents shall engage in any strikes against the County, nor shall the Union cause, instigate, encourage or condone such a strike. Resolution of all disputes arising from the employer-employee relationship between the County and the Union shall be resolved in accordance with the provisions of this Agreement and the Taylor Law of the State of New York.

**ARTICLE XV**  
**NOTICE AS PROVIDED BY SEC. 204-a**  
**OF CIVIL SERVICE LAW, AS AMENDED**

It is agreed by and between the parties that any provision of this Agreement requiring legislative action by the Board of Supervisors to permit its implementation by providing the additional funds therefore, shall not become effective until such approval has been given.

**ARTICLE XVI**  
**WAGE STRUCTURE - LABOR GRADES, INCREMENTS, MINIMUM**  
**AND MAXIMUM WAGE, ADMINISTRATIVE PROCEDURE**

Attached hereto as part of this agreement and marked Appendix A is a schedule of labor grades, increments, minimum and maximum wages and administrative procedures.

**ARTICLE XVII**  
**LABOR/MANAGEMENT RELATIONS, MISCELLANEOUS**

1. **Labor/Management Relations:** The parties to this agreement agree to the principle of maintaining open lines in communication between employees and employer to promote a harmonious and cooperative relationship, and to meet and discuss problems with the objective of resolving such problems.
2. **Personnel Files:** With reasonable advance notice, an employee shall be permitted to review his/her personnel file maintained in the Sheriff's and Personnel Office. Such review shall not

include any references reports, memorandum or other documents related to pre-employment background checks.

An employee shall be given a copy of any derogatory or disciplinary material, commendation, appraisal or rating of performance placed in his/her file and shall read and initial the copy placed in his/her file. Signing such material only indicates that the employee is aware of the material and not that he/she agrees with it. If an employee refuses to sign the copy, it will be so noted.

An employee shall have the right to answer any derogatory or disciplinary material placed in his/her personnel file and the answer will be attached to the relevant material.

### **Miscellaneous**

- A. The County will provide the Union with a reasonable amount of information relative to employees covered by this agreement on June 1 and December 1.
- B. If requested, reasonable information shall include bargaining unit member's name, address, SS#, title or title code, and membership status for those items that the program can provide.
- C. The County agrees to continue the present U.S. Savings Bond Payroll deduction plan.
- D. All paychecks for County employees will be placed in individual envelopes.
- E. County employees shall be reimbursed for the use of personal cars for necessary travel for County business at a rate established by the Delaware County Board of Supervisors which shall not be less than twenty-eight (\$.28) cents per mile. A change in mileage shall apply to all Delaware County employees when such change is enacted by Resolution by the Board of Supervisors. Documented parking fees and tolls shall be reimbursed if actually and necessarily incurred while on County business. Such reimbursement shall be applicable when an employee is operating a County or personal vehicle.

## **ARTICLE XVIII**

### **TUITION REIMBURSEMENT**

**Tuition Reimbursement:** The employer will provide tuition reimbursement for job related courses of study that are of mutual benefit to the employer and the employee in the direct provision of government services. The review of such courses shall include the relevancy of course work to an employee's duties and availability of appropriations.

Nothing in this Article shall require the County to appropriate funds for the purpose of reimbursing tuition. The availability of funds for tuition reimbursement shall be evidenced by a line item in the budget for tuition reimbursement versus a general appropriation for training. The employer shall not be required to reimburse any costs associated with course work other than tuition, i.e. books, materials, room and board, etc. are not reimbursable.

Subject to the approval of the Sheriff and review by Personnel, requests for taking courses at SUNY Delhi intended to improve the abilities of an employee in relation to his/her job performance will be granted without cost to the employee. Employees who fail to satisfactorily complete a course

after the last day for withdrawal without penalty may be required to reimburse the employer for the cost of the course pursuant to the decision of the Sheriff and Personnel. In addition tuition will be reimbursed at SUNY rates for courses approved by the Sheriff and Personnel at other colleges. Said reimbursement shall be upon receipt of satisfactory completion of the course.

**IN WITNESS HEREOF**, the parties hereto have set forth their signature on the dates noted hereafter.

**DELAWARE COUNTY SHERIFFS LOCAL 3951**  
**LAW ENFORCEMENT OFFICERS UNION**

**COUNTY OF DELAWARE**

By \_\_\_\_\_

By

\_\_\_\_\_

David McClung  
Union President

Tina Mole'  
Chairman, Board of Supervisors

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX A**  
**WAGE AND SALARY ADMINISTRATION**

The procedures for administering the Wage and Salary structure shall be as follows:

1. **Corrections Officers:**

- A. Corrections Officers hired after ratification of the 2009 - 2011 contract will be hired at base salary and receive salary adjustments in accordance with Section 1.B. of Appendix A, Wage and Salary Administration.
- B. Corrections Officers hired prior to July 1st of any calendar year, shall on the January 1st following their date of employment, receive a regular step increase; Corrections Officers hired after July 1st of any calendar year, shall on the January 1st following their date of employment, receive one-half (½) of a regular step increase, and one-half (½) of a regular step increase on the following July 1st. They shall advance to the next regular step on the following January 1<sup>st</sup>.

2. **Corporal, Sergeant & First Sergeant:**

- A. The salary schedules for Corporals, Sergeants and First Sergeant shall consist of an Entry step and a Full Performance step.
- B. Corporals, Sergeants and First Sergeant will be eligible to move from the Entry step to the Full Performance step after having served on the Entry step in their current title a minimum of one year. However, except as hereafter provided, individuals will only move from the Entry step to the Full Performance step upon the recommendation of the Sheriff.
- C. Employees who have held their current title for three consecutive years shall automatically move from the Entry step to the Full Performance step without the recommendation of the Sheriff.
- D. Movement from the Entry step to the Full Performance step need not occur on January 1 but may occur on any other date, provided an individual is eligible for such a move.

3. **Demotion:** In cases of demotion from a higher labor grade, an employee will be placed on the step in the lower labor grade as follows:

- A. Where the employee had served in the lower position immediately before being promoted to the higher position, the employee will be placed on the step he/she would have been on if he/she had continued to serve in the lower position and had not been promoted.
- B. Where the employee did not serve in the lower grade position prior to serving in the higher position, the employee will be placed on the step in the lower position that he/she would have been on if he/she had served in the lower position instead of the higher position.

4. Employees who are at the maximum of their labor grade shall receive negotiated increases only.

5. **Reclassification:** If an employee's position is reclassified to a title in a lower labor grade through no fault of the employee and the employee's rate of pay at the time of reclassification exceeds the maximum of the lower labor grade the employee shall, during the period of incumbency, retain the rate of pay he/she was receiving in the higher rated title but will not receive any increments he/she would have received in the higher rated title.

6. **Temporary Assignments to Higher Grade Jobs:** In the event of an employee being appointed to a higher level job on a temporary basis, to replace an employee on an authorized leave of absence, the employee's salary while in the higher level job will be determined in the same manner as a promotion. At the end of the temporary employment and return of the employee to his/her former classification, the employee's salary will be computed as if the person had remained in his/her former classification.

7. **Individual Salaries and Salary Schedules**

(1) Effective January 1, 2020: Corrections Officer Training Rate to be \$1500 less than 2019 Base Rate; Freeze entry level to 2019 rate. Add step 5 \$1250 above 2020 step 4 rate (retro to 1/1/2020). 2% COLA except for Corrections Officer newly created step 5 which is 0%.

(2) Effective January 1, 2021: Add Corporal title between Corrections Officer and Sergeant. Adjust salary schedule for Sergeant and First Sergeant. Difference between top step and bottom step of next title for all titles is 5% and 3.5% between entry and full performance, based on 2020 salary for Corporal, Sergeant and First Sergeant. Only Corrections Officers 2% increase as all other titles receive increase with adjustment.

(3) Effective January 1, 2022: 2.25%

(4) Effective January 1, 2023: 2.0%

(5) Effective January 1, 2024: 2.0%

Eligible employees will receive increments where due.

## 2020 Salary Schedule

	Labor Grade 300	Corrections Officer				
	<u>Training</u>	<u>Entry</u>	<u>Full Perf</u>	<u>3</u>	<u>4</u>	<u>5</u>
Yearly	\$36,346	\$37,846	\$40,828	\$41,694	\$42,498	\$43,748
Hourly	\$17.3406	\$18.0563	\$19.4788	\$19.8919	\$20.2759	\$20.8721

	Labor Grade 301	Sergeant	
	<u>Entry</u>	<u>Full Performance</u>	
Yearly	\$45,840	\$47,424	
Hourly	\$21.8701	\$22.6259	

	Labor Grade 302	First Sergeant	
	<u>Entry</u>	<u>Full Performance</u>	
Yearly	\$49,909	\$51,671	
Hourly	\$23.8114	\$24.6523	

## 2021 Salary Schedule

	Labor Grade 300	Corrections Officer				
	<u>Training</u>	<u>Entry</u>	<u>Full Perf</u>	<u>3</u>	<u>4</u>	<u>5</u>
Yearly	\$37,103	\$38,603	\$41,645	\$42,528	\$43,348	\$44,623
Hourly	\$17.7696	\$18.4880	\$19.9447	\$20.3678	\$20.7605	\$21.3711

	Labor Grade 301	Corporal
	<u>Entry</u>	<u>Full Performance</u>
Yearly	\$45,935	\$47,543
Hourly	\$21.9995	\$22.7696

	Labor Grade 302	Sergeant
	<u>Entry</u>	<u>Full Performance</u>
Yearly	\$49,920	\$51,667
Hourly	\$23.9080	\$24.7447

	Labor Grade 303	First Sergeant
	<u>Entry</u>	<u>Full Performance</u>
Yearly	\$54,251	\$56,150
Hourly	\$25.9823	\$26.8918



## 2022 Salary Schedule

	Labor Grade 300	Corrections Officer				
	<u>Training</u>	<u>Entry</u>	<u>Full Perf</u>	<u>3</u>	<u>4</u>	5
Yearly	\$37,972	\$39,472	\$42,582	\$43,485	\$44,323	\$45,627
Hourly	\$18.2558	\$18.9767	\$20.4721	\$20.9062	\$21.3093	\$21.9361
	Labor Grade 301	Corporal				
	<u>Entry</u>	<u>Full Performance</u>				
Yearly	\$46,969	\$48,613				
Hourly	\$22.5810	\$23.3715				
	Labor Grade 302	Sergeant				
	<u>Entry</u>	<u>Full Performance</u>				
Yearly	\$51,043	\$52,830				
Hourly	\$24.5400	\$25.3988				
	Labor Grade 303	First Sergeant				
	<u>Entry</u>	<u>Full Performance</u>				
Yearly	\$55,472	\$57,413				
Hourly	\$26.6691	\$27.6026				

## 2023 Salary Schedule

	Labor Grade 300	Corrections Officer				
	<u>Training</u>	<u>Entry</u>	<u>Full Perf</u>	<u>3</u>	<u>4</u>	<u>5</u>
Yearly	\$38,761	\$40,261	\$43,434	\$44,354	\$45,209	\$46,540
Hourly	\$18.6351	\$19.3565	\$20.8816	\$21.3239	\$21.7353	\$22.3748
	Labor Grade 301	Corporal				
	<u>Entry</u>	<u>Full Performance</u>				
Yearly	\$47,907	\$49,585				
Hourly	\$23.0324	\$23.8391				
	Labor Grade 302	Sergeant				
	<u>Entry</u>	<u>Full Performance</u>				
Yearly	\$52,064	\$53,887				
Hourly	\$25.0307	\$25.9070				
	Labor Grade 303	First Sergeant				
	<u>Entry</u>	<u>Full Performance</u>				
Yearly	\$56,581	\$58,561				
Hourly	\$27.2026	\$28.1545				

## 2024 Salary Schedule

	Labor Grade 300	Corrections Officer				
	<u>Training</u>	<u>Entry</u>	<u>Full Perf</u>	<u>3</u>	<u>4</u>	<u>5</u>
Yearly	\$39,556	\$41,066	\$44,303	\$45,241	\$46,113	\$47,471
Hourly	\$18.8721	\$19.5927	\$21.1368	\$21.5845	\$22.0006	\$22.6483

	Labor Grade 301	Corporal
	<u>Entry</u>	<u>Full Performance</u>
Yearly	\$48,865	\$50,577
Hourly	\$23.3135	\$24.1301

	Labor Grade 302	Sergeant
	<u>Entry</u>	<u>Full Performance</u>
Yearly	\$53,105	\$54,965
Hourly	\$25.3365	\$26.2236

	Labor Grade 303	First Sergeant
	<u>Entry</u>	<u>Full Performance</u>
Yearly	\$57,713	\$59,732
Hourly	\$27.5346	\$28.4982

## APPENDIX "B"

### COMPREHENSIVE PRESCRIPTION DRUG PROGRAM DELAWARE COUNTY PRESCRIPTION DRUG BENEFITS

It is the responsibility of the employee to enroll or waive the prescription drug benefits available to Corrections Officers. Enrollment or waiver may occur upon hire, eligible event or open enrollment period.

**What is Covered:** Covered Drug Charges incurred while insured and on account of accidental bodily injury or sickness not connected with employment with any employer.

**What are Covered Drug Charges:** Covered drug expenses consist of charges for the following items when dispensed upon written prescription:

1. Legend drugs (as defined)
2. Insulin
3. Syringes
4. Birth Control Pills

**How Much:** You will be reimbursed at the rate of one hundred percent (100%) for Covered Drug Charges incurred during a calendar year in excess of a co-pay of not more than thirty-five dollars \$35.00 per prescription.

**Definitions:** Legend Drug shall mean any drug or medicine which is required to bear the legend "CAUTION: Federal Law Prohibits Dispensing Without a Prescription" or a similar wording.

Physician shall mean a legally qualified doctor of medicine, a doctor of osteopathy, or a podiatrist, who is legally licensed to prescribe medications within the scope of that license.

Dentist shall mean a doctor of dental surgery or dental medicine who is legally licensed to prescribe medications within the scope of that license.

Prescription order shall mean the request for each separate drug or medication by a physician or dentist as herein defined and each authorized refill of such request.

Family shall mean spouse and children (including step-children or legally adopted children) from birth up to age twenty-six (26). In addition, coverage is extended to include children nineteen (19) years of age or older who are incapable of self-support by reason of physical or mental disability and who becomes so incapable before reaching the age of nineteen (19).

**Not Covered:** Covered drug expenses shall not include charges incurred for drugs or supplies without a prescription nor for:

1. Drugs or supplies dispensed or furnished by a rest home, sanitarium or other similar institution
2. Beauty aides, cosmetics and dietary supplement
3. Professional charges for administration of prescription legend drugs or insulin
4. Any charge of therapeutic devices or appliances, i.e. support garments and other non-medical substances, regardless of their use
5. Medicines furnished an in-patient confined to a hospital or extended care facility
6. Supplies which the insured person incurs no charge or is not legally obligated to pay
7. Drugs provided by a physician, dentist or podiatrist incidental to their professional services rendered to the patient.

**How Does It Work:**

1. Member will pay for the prescription drug, insulin, syringes and/or birth control pills and obtain an appropriate receipt. Your receipt must bear the name of the patient, name of member, prescription drug name, quantity, cost and date of fill.
2. Member will submit a copy of the receipt along with a prescription reimbursement request form to the Delaware County Personnel Office. The Personnel Office to provide the reimbursement request form.
3. Reimbursement will be made direct to the member by the Delaware County Treasurer's Office following review and approval of required documentation by the Personnel Office.

Members will be reimbursed as soon as practical and will receive one hundred percent (100%) of cost less applicable co-pay of not more than thirty-five (\$35.00) per prescription.

**Health Insurance and Prescription plan changes:** With the continued changes in Health Insurance and Prescription Plans it may not be possible to continue “stand alone” programs. In the event this is no longer available to the County, a health insurance committee will be formed consisting of Union representative and County Administration to research alternative plans.

## **Letter of Understanding Regarding Prescription Reimbursement**

The parties hereby agree to modify the reimbursement procedures of the Drug Program contained in Appendix B of the Collective Bargaining Agreement between the County of Delaware and the Delaware County Sheriffs Department Employees Association as follows:

1. Instead of reimbursing employees directly for covered drug purchases, the County will reimburse participating Rite-Aid Pharmacies for the cost of covered drugs less the copay provided for in the Collective Bargaining Agreement.
2. Employees will be responsible for paying the applicable copay to the pharmacy at the time of purchase.
3. If an employee elects not to use a participating Rite Aid Pharmacy, reimbursement will be made directly to the employee as now provided for in the Collective Bargaining Agreement.
4. The County will consider similar reimbursement procedures for pharmacies other than Rite-Aid however, the final decision to add other pharmacies shall be at the sole discretion of the County.
5. The County will reimburse Rite-Aid and/or other pharmacies for drug purchases provided Rite-Aid and/or the other pharmacies do not impose a dispensing fee or other charges. In the event Rite-Aid and/or other pharmacies impose a dispensing fee or other charges, the County shall have the right to unilaterally discontinue this reimbursement procedure for the pharmacy imposing such fee or charge.
6. Sunset provision: Despite Section 209a (1e) of the Civil Service Law, the modified reimbursement procedure contained herein shall remain in effect for only as long as Rite Aid or other pharmacies agree to continue participating in the program as herein provided.
7. Except as stated herein, all other provisions of the Drug Program contained in Appendix B shall remain in effect and unchanged.

**DELAWARE COUNTY SHERIFFS LOCAL 3951**  
**LAW ENFORCEMENT OFFICERS UNION**

**COUNTY OF DELAWARE**

By \_\_\_\_\_  
David McClung  
Union President

By \_\_\_\_\_  
Tina Mole'  
Chairman, Board of Supervisors

Date \_\_\_\_\_

Date \_\_\_\_\_

## MEMORANDUM OF AGREEMENT

### REGARDING 207-C CLAIMS PROCEDURES

#### TITLE I

#### GENERAL PROVISIONS

##### **SECTION 1.01 - Purpose of Agreement**

It is the purpose of this agreement to establish application and administrative procedures for use in connection with claims for benefits under Section 207-c of the General Municipal Law, and to coordinate benefits awarded under Section 207-c of the General Municipal Law with benefits awarded under the Workers Compensation Law, the New York State Retirement and Social Security Law, or such other benefits as may be applicable.

##### **SECTION 1.02 - Rights of Parties**

This agreement contains some provisions which are non-mandatory subjects of negotiations under the Taylor Law and some provisions which are mandatory. The parties shall be bound by those provisions which are mandatory subjects of negotiations until such time as a change in these provisions are negotiated by the parties. The County shall have the right to unilaterally modify any non-mandatory provision of this agreement. However prior to such modification, the County shall first submit the proposed modifications to the Personnel Office and the Union for review and comment and then file the proposed modification with the Clerk of the Board of Supervisors at least twenty (20) calendar days prior to the effective date of such modification. The purpose of this review is to insure that the parties agree that the proposed modification is a non-mandatory subject of negotiations.

Only mandatory subjects of negotiations involving earning and payment of paid leave time, including administrative leave time, health insurance coverage, and whether the duties assigned as light/modified duty are consistent with the claimant's status as a deputy sheriff/corrections officer as provided for in Section 207-C of the General Municipal Law shall be subject to the grievance procedure contained in the collective bargaining agreement between the parties. Other provisions of this Memorandum of Agreement, including but not limited to, any determination of ineligibility for 207-c Benefits shall not be subject to the grievance procedure.

Nothing in this agreement shall be construed as requiring that this agreement apply to individuals not in the collective bargaining unit. However, the County may elect to have all or some of the procedures contained herein apply to personnel not in the collective bargaining unit.

The claimant shall have the right to a copy of all documents relevant to his/her claim. One such copy shall be provided upon request and without charge to the claimant. Additional copies shall be provided upon request at a reasonable charge.





## **SECTION 1.03 - Definitions**

1. County - the County of Delaware.
2. Claimant - Any employee of the County eligible to make a claim for benefits under Section 207-c of the General Municipal Law.
3. Sheriff - Sheriff of the County.
4. Insurance Administrator - The administrator of the County Self Insurance Program.
5. Personnel Officer - Personnel Officer of the County.
6. 207-c Application - A form prepared for use in making claim under this Agreement for benefits provided under Section 207-c of the General Municipal Law.
7. Injury/Condition Report - A form prepared for use in making an initial report of an injury or condition that could result in a claim for benefits provided under Section 207-c of the General Municipal Law. The injury/condition report shall not be a substitute for and cannot be filed in lieu of a 207-c application or a C-2.
8. Section 207-c - Means benefits provided under Section 207-c of the General Municipal Law, including the full amount of salary or wages and expenses for medical treatment or hospital care rendered as a result of job related injury or illness, but shall not include continued accrual of leave time, and other benefits to which active employees are entitled except a claimant shall be eligible to continue participation in the County's medical and health insurance program upon the same terms and conditions as claimant would be entitled if not receiving Section 207-c Benefits.
9. Administrative Leave - is a full paid leave a claimant for 207-c benefits may elect to receive, and which cannot be denied, between the time the claimant has exhausted their paid leave time and when a determination has been made concerning their eligibility for 207-c benefits. Administrative leave time shall not be considered as granting 207-c benefits. Administrative leave time shall not be considered time worked for overtime purposes. Claimant shall not accrue paid leave time while on administrative leave. The claimant shall be eligible for health insurance coverage while on administrative leave. Who pays for the cost of health insurance while a claimant is on administrative leave shall be determined in the same manner as if the claimant were receiving workers compensation during this time as provided for in Article X, 2 h of the collective bargaining agreement.

## TITLE II

### APPLICATION FOR BENEFITS

#### **SECTION 2.01 - Report of Injury/Condition**

Employees or person acting on behalf of an employee, which may include the Union if claimant is a member of the bargaining unit, shall use an injury/condition report form to report any injury or condition, which may result in a claim for benefits under Section 207-c, to the Sheriff within 24 hours of said injury or within 24 hours from the time a condition is discovered. The Sheriff shall file a C2 form within the time period required for filing of C2 forms. The 207-c application provided for in Section 2.02 shall not be considered unless the injury/condition report referred to in this section is filed within the time frames specified herein.

#### **SECTION 2.02 - 207-c Application**

A claim for Section 207-c benefits shall be made in writing to the Sheriff using a 207-c application form provided by the union for such purpose. The 207-c application form shall include [A] Information Provided by the Employee in a detailed written statement of (1) the incident(s) and circumstances giving rise to the claim for benefits including the time, date and place where such incident(s) occurred, (2) the nature and extent of the claimant's injury or illness (3) medical evidence or statements, if any, obtained by the employee (4) such other information as is deemed necessary for investigation and processing of the claim; [B] Information Provided by the Sheriff in a detailed written report of his/her findings regarding (1) the incident(s) and circumstances giving rise to the claim for benefits, (2) a recommendation as to whether or not the incidents and/or circumstances surrounding and giving rise to the claim for benefits should qualify the claimant for 207-c benefits, (3) such other information as is deemed necessary for investigating and processing of the claim.

#### **SECTION 2.03 - Who May Apply**

A 207-c application for Section 207-c Benefits may be made by the claimant or some other person acting on behalf of the claimant, which may include the Union if claimant is a member of the bargaining unit.

#### **SECTION 2.04 - Time Restriction for Filing 207-c Application**

An application shall be filed with the Sheriff within seven (7) calendar days from the date of the incident alleged to have given rise to the claim of disability or illness, or from the time such condition is discovered, whichever date is later. The Sheriff may excuse the failure to file the 207-c application within this seven (7) calendar day period upon a showing of good cause.

Within seven (7) calendar days of receipt of the 207-c application, the Sheriff shall complete his/her investigation and shall forward said application to the Insurance Administrator.

**SECTION 2.05 - Insurance Administrator: Inquiry and Investigation**

Upon receipt of the 207-c application from the Sheriff, the Insurance Administrator shall inquire into the facts of each application and shall have authority to: (1) require the claimant to submit to one or more medical or other health examinations as may be directed by the Insurance Administrator (2) employ experts and specialists; (3) require the attendance of the claimant and all other witnesses for testimony upon reasonable notice; (4) require the claimant to sign forms for release of medical information with respect to the claimant; (5) require the production of all books, papers, documents and other records pertaining to such injury; and (6) do all that is necessary or advisable in the processing of such application.

**SECTION 2.06 - Presumption of Entitlement**

Claimants shall not be presumed to be entitled to 207-c benefits under statute simply because a claim for such benefits is filed. The burden of proof of entitlement to 207-c benefits shall be on the claimant.

A decision that a claimant is eligible for Workers Compensation benefits shall not determine if the claimant is entitled to 207-c benefits.

A temporary authorization to pay 207-c benefits shall not be presumptive evidence of on-going entitlement to 207-c benefits.

**SECTION 2.07 - Initial Determination**

The Insurance Administrator shall have exclusive authority to determine a claimant's eligibility for Section 207-c Benefits.

Whenever circumstances permit, the Insurance Administrator will make an initial determination concerning a claimant's eligibility for Section 207-c benefits within sixty (60) calendar days of receipt of the application for benefits. However, failure of the Insurance Administrator to make a determination within sixty (60) calendar days shall not qualify the claimant for 207-c benefits by default.

**SECTION 2.08 - Notice of Determination of Eligibility**

The Insurance Administrator shall mail written notice of an initial determination of eligibility to the claimant, return receipt requested, at the address specified in the application with copies to the Sheriff and the Personnel Officer. The Union shall be advised in writing of any determination of ineligibility if claimant is a member of the bargaining unit.

## **SECTION 2.09 - Time Off Pending Initial Determination**

Pending the initial determination of any application, time off taken by the claimant and purported to be attributable to the incident or circumstances giving rise to the application shall be charged to the claimant's leave time accruals in the following order: sick leave (provided medical evidence of the claimant's inability to work as been submitted), compensatory time, personal leave, vacation leave and such other appropriate leave time accruals as may exist. After the exhaustion of all of the claimant's available leave time, the Insurance Administrator may authorize the temporary payment of the claimant's 207-c benefits if it appears probable that the claimant will be eligible for such benefit and the Insurance Administrator so determines, or the claimant may elect to be placed on an unpaid leave of absence or to receive administrative leave.

## **SECTION 2.10 - Claimant Determined To Be Eligible**

1. Re-crediting of Leave Time: If claimant is determined to be eligible for Section 207-c Benefits, any charges levied against the claimant's leave time accruals under Section 2.09 of this Agreement shall be re-credited to the claimant.
2. Permanent Disability: If, in the judgment of the Insurance Administrator, the claimant is permanently disabled, the Insurance Administrator shall so notify the Personnel Officer and provide the Personnel Officer with medical documentation of such permanent disability. Upon receipt of such notice, the Personnel Officer shall request that the claimant make application for an accidental disability retirement allowance pursuant to Section 363 of the Retirement and Social Security Law, a retirement for disability incurred in performance of duty allowance pursuant to Section 363-c of The Retirement and Social Security Law, or similar accidental disability pension provided by the pension fund of which the claimant is a member. If application for such retirement is not made by the claimant, application therefore may be made by the Personnel Officer.
3. Assignment of Light/Modified Duty Work: If it is determined that a claimant may not be eligible for or is not granted an Accidental Disability Retirement Allowance or Retirement for Disability incurred in Performance of Duty Allowance or similar accidental disability pension, and in the opinion of competent medical or health authorities, the claimant is able to perform specified types of light/modified duty, the Sheriff shall order the claimant to report for such available light/modified duty, by mailing a notice to the claimant, return receipt requested, at the address provided in the application. Such notice shall specify the date, time, place and person to who the individual must report for light/modified duty.

Nothing contained herein shall be construed as limiting the right of the County to assign a claimant to light/modified duty pending a decision concerning the claimant's eligibility for a disability retirement provided the procedures regarding assignment to light/modified duty are followed.

4. Employees who are assigned light duty/modified will receive full contractually negotiated fringe benefits provided:

- A. He/she is assigned light duty/modified on a full-time basis, i.e. forty (40) hours per week, or
- B. He/she is assigned to a combination of light/modified and regular duties on a full-time basis, or
- C. He/she is assigned to light/modified duty or a combination of light/modified duty and regular duties and receive regular paid leave time which results in the employee receiving full pay.

When an employee does not meet the requirements of either [a], [b] or [c] above, benefits will be prorated as follows:

- A. Vacation and Personal: If an employee works in 60% or more of the pay periods in a year, he/she will receive a full vacation and personal time allowance for the following year.

If an employee works in fewer than 60% of the pay periods in a year, he/she will receive 1/52 of their normal vacation and personal time allowance for each week in which he/she did work.

- B. Bereavement: No prorating, i.e. an employee will receive their normal bereavement time.
- C. Holidays and Sick Leave:

Hours Worked Per Month	Prorated Benefit
Less than 40 hrs/mo	none
40 - 59 hrs/mo	one half (1/2) of normal allowance
60 - 79 hrs/mo	three quarters (3/4) of normal allowance
80 plus hrs/mo	full allowance

- 5. Disagreement with Respect to Light/Modified Duty Assignment: A claimant who disagrees with an order to report for assignment of light duty/modified shall notify the Sheriff immediately of their disagreement with such order and may request a hearing on the matter by serving notice on the Insurance Administrator and the Sheriff within five calendar days of the individual's receipt of notice from the Sheriff to report for light/modified duty. Pending a decision under this section, the claimant may use available paid leave time in the same manner and under the same conditions as provided for in Section 2.09 or elect to be placed on or continue on administrative leave or an unpaid leave of absence as provided for in Section 2.09.
- 6. Sanction for Failure to Report to Light/Modified Duty Assignment: Payment of the full amount of 207-c benefits shall be discontinued with respect to an individual who fails or refuses to perform light/modified duty if the same is available and offered to the individual, provided, however, that such light/modified duty shall be consistent with his/her status as a deputy sheriff/corrections officer. If the individual is ultimately found to be incapable of performing light/modified duties following a hearing under Section 6.01 of this Agreement, the full amount

of his/her regular salary or wages shall be paid retroactive to the date of discontinuance and any paid leave time used by the claimant will be re-credited.

### **SECTION 2.11 - Claimant Determined to Be Ineligible/Request for Hearing**

If the claimant is determined to be ineligible for Section 207-c Benefits, the claimant or other person authorized by the claimant, which may include the Union if claimant is a member of the bargaining unit, may, at any time within ten (10) calendar days after receipt of the Notice of Determination, request a hearing on the application by serving a written demand for such a hearing on the Insurance Administrator. Pending a decision under this section, the claimant may use available paid leave time in the same manner and under the same conditions as provided for in Section 2.09 or be placed on or continue on administrative leave or an unpaid leave of absence as provided for in Section 2.09.

If the claimant is determined to be ineligible for Section 207-c benefits, then any administrative leave paid shall be reimbursed to the County as follows:

1. At the election of the claimant, by cash payments to the County by the claimant, or
2. By the crediting of current or subsequent accumulation of leave credits at a rate and in a manner determined by the Personnel Officer, or
3. A combination of crediting paid leave time and cash payments as agreed to by the claimant and the Personnel Officer.

Use of sick leave as a credit for reimbursement of administrative leave time shall be allowed provided medical evidence of the claimant's inability to work during the period he/she received administrative leave has been submitted.

Reimbursement of administrative leave time shall be completed within three (3) years of the date of the final determination that a claimant is not entitled to 207-c benefits. If reimbursement is not completed within this time frame, or the claimant leaves the employ of the County before reimbursement is completed, any remaining amount may be recovered by the County in a civil action.

### **SECTION 2.12 - Failure of Claimant to Comply with Directions/Waiver of Rights**

Failure of a claimant to comply with a direction of the Sheriff, Insurance Administrator, or Personnel Officer in the administration of this Agreement or Section 207-c of the General Municipal Law, or failure of a claimant to provide the Sheriff, Insurance Administrator or Personnel Officer with information requested with respect to investigation, processing or administering of the claimant's claim, shall be presumptive evidence of the claimant's unwillingness to cooperate with the Sheriff, Insurance Administrator or Personnel Officer in the investigation processing or administering of the claimant's claim.

A failure or refusal to report to a medical or other health examination shall be deemed to be a waiver of rights to reimbursement of medical expenses and to payment of full salary and wages after such a failure or refusal.

The Insurance Administrator will provide a claimant, who has failed to comply with directions and/or failed to report for a medical or other health examination, with a notice of intent to discontinue

benefits together with the right to request a hearing in accordance with Section 6.01 of this Agreement. In the discretion of the Insurance Administrator, such benefits may be suspended immediately.

### **TITLE III**

#### **ONGOING REVIEW OF DISABILITY/ELIGIBILITY FOR BENEFITS**

##### **SECTION 3.01 - Insurance Administrator Review**

The Insurance Administrator shall periodically review the cases of individuals receiving 207-c benefits to determine:

1. if the claimant has recovered and is able to perform his/her regular duties
2. if the claimant's medical condition has improved so he/she can perform available light/modified duty work
3. if the claimant's medical condition has changed to that he/she is eligible for a disability retirement
4. what medical treatment the County may require

In conducting his/her ongoing case review, the Insurance Administrator shall be authorized to perform all functions contained in Section 2.05 and other sections of this Agreement.

##### **SECTION 3.02 - Termination of Benefits**

If for any reason other than the death of an applicant or as heretofore or hereafter provided in this Agreement, the Insurance Administrator determines that a claimant is no longer or was never eligible for Section 207-c Benefits, the Insurance Administrator shall terminate said benefits as of the date of the determination of ineligibility. Notice of termination of 207-c Benefits and the reasons therefor shall be served by mail, return receipt requested, on the claimant, with a copy to the Sheriff, the Personnel Officer and the Union if claimant is a member of the bargaining unit. At any time within ten (10) calendar days after receipt of the Notice of Termination of 207-c Benefits, the claimant or other person authorized by the claimant, which may include the Union if claimant is a member of the bargaining unit, may request a hearing in accordance with Section 6.01 of this Agreement to review the decision to terminate Section 207-c Benefits. Pending a decision under this section, the claimant may use available paid leave time in the same manner and under the same conditions as provided for in Section 2.09 or elect to be placed on or continue on administrative leave or an unpaid leave of absence as provided for in Section 2.09.

## TITLE IV

### PAYMENT FOR MEDICAL AND RELATED SERVICES

#### **SECTION 4.01 - Procedure for Submitting Claims**

No bills or claims for medical, hospital or other lawful medical treatment shall be paid unless the following procedures are followed:

A claimant approved to receive 207-c Benefits, shall notify the Insurance Administrator of expenses for medical services, hospitalization or other treatment alleged to be related to the injury or illness giving rise to the claim. Bills for drugs, appliances and other supplies will require filing a copy of the prescription by a doctor with the Insurance Administrator for the particular items billed, stating thereon that the items supplied were required as a consequence of the injury or illness upon which claim for Section 207-c Benefits is based. To the extent practical, to avoid incurring non-reimbursable expenses, notice to the Insurance Administrator under this section should be made prior to incurring the expense.

## TITLE V

### COORDINATION OF 207-C BENEFITS WITH WORKERS COMPENSATION OR OTHER BENEFITS

#### **SECTION 5.01 - Workers Compensation Law Requirements**

Nothing in this Agreement shall limit, substitute or supersede any requirement of the Workers Compensation Law with regard to treatment and care of injured employees and/or the record and reporting of job related injuries or illness.

#### **SECTION 5.02 - Workers Compensation Award**

Upon payment of Section 207-c Benefits, use of accumulated paid leave time and/or use of administrative leave time, claim shall be made to the Workers Compensation Board for reimbursement, to the extent provided by Workers Compensation regulations, for 207-c Benefits, paid leave time or administrative leave paid by the County. Wage or salary benefits awarded by the Workers Compensation Board shall be payable to the County for periods during which a claimant received Section 207-c Benefits or paid leave time or administrative leave. If the claimant shall have received any Workers Compensation Benefits which were required to be paid to the County, the claimant may repay such benefits in cash to the County, or amount due may be offset by any future Section 207-c benefits. Such repayment shall be made within the number of months that overpayment occurred, i.e. claimant received Workers Compensation payments and full pay from the County for a period of two months. The claimant has two months to repay the County for the amount of the two months Workers Compensation payments. The repayment period begins when the claimant is notified by the County of the overpayment and the claimant's payment obligation.



**SECTION 5.03 - Discontinuation of Salary and Wage Benefits Upon Award of Accidental Disability.**

Payment of the full amount of regular salary or wage benefits under Section 207-c of the General Municipal law shall be discontinued with respect to any claimant who is granted a disability pension.

**TITLE VI**

**PROVISIONS FOR HEARING**

**SECTION 6.01 - Provisions for Hearings**

Hearings requested under this Agreement shall be conducted in the following manner:

The Insurance Administrator shall designate a hearing officer to hear evidence related to the issue to be determined. The hearing officer shall be selected from a list, provided by the New York State PERB, of hearing officers who have prior experience with 207-c Benefits. A hearing officer shall be selected within five (5) calendar days of receipt of a request for a hearing. Hearing officers will be selected on a rotational basis to avoid the same individual always serving as the hearing officer. The hearing officer will hold a hearing on the matter within thirty (30) calendar days of their selection. In the event a hearing officer is unable to hold a hearing within this time frame, the parties may agree to the selection of another hearing officer.

The Claimant and County may subpoena witnesses. After such hearing before a hearing officer, the hearing officer shall present the record and a recommended report to the Insurance Administrator for action.

The Insurance Administrator shall, after review of the record and recommended report, determine whether to approve, modify or reject such recommended report and decide the issue presented. The Insurance Administrator shall decide the matter within ten (10) calendar days after receipt of such recommended report and notify the Claimant of the decision in writing, return receipt requested. The Insurance Administrator shall also notify the Sheriff, and the Personnel Officer, and in case the claimant is found not eligible for 207-c benefits, the Union will be notified of the decision if claimant is a member of the bargaining unit. Such decision may be reviewed by any person aggrieved thereby in any court of competent jurisdiction by a proceeding instituted under the provisions of Article 78 of The Civil Practice Laws and Rules.

The County shall be responsible for hearing costs except for costs associated with the claimant presenting his/her case. The local Union president or his/her designee, the claimant and necessary employee witnesses, subpoenaed to testify on behalf of a claimant, may charge Union time in quarter hour units, for time spent at a 207-c hearing.



## TITLE VII

### CONSTRUCTION, SEPARABILITY, COMPLIANCE, RULES AND REGULATIONS

#### **SECTION 7.01 - Other Claims, Liability for Notice and Reimbursement, Ineligibility**

No person who has made claim for, is receiving or has received Section 207-c Benefits, shall institute an action or make a claim for recovery against any third party involving the injuries giving rise to the claim for Section 207-c Benefits, without giving notice of such action or claim to the County no later than the date upon which action is instituted or claim is made. The claimant shall serve a true copy of such action or claim upon the County Attorney and the Insurance Administrator.

The County shall be subrogated to claimant's right of recovery from such third party for any Section 207-c Benefits awarded or to be received. The claimant shall be required to reimburse the County for any funds collected which are attributable to Section 207-c Benefits. Any claimant who shall fail or refuse to give such notice, or who shall fail to reimburse the County, or who shall release or discharge any third party of any liability to the County, shall be ineligible for Section 207-c Benefits.

#### **SECTION 7.02 - Separability**

If any part or provision of this Agreement or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Agreement. In the event any part, provision or application of this Agreement, which is a mandatory subject of negotiations, is adjudged to be invalid, the parties will meet at the earliest possible date to negotiate a replacement part, provision or application.

#### **SECTION 7.03 - Rules and Regulations**

The Insurance Administrator is authorized to adopt rules and regulations as may be required to carry out the provisions of the Agreement which are consistent with the provisions of this Agreement.

No such rule or regulation shall be valid unless a copy of the proposed rule or regulation was first submitted to the Personnel Office and the Union for review and comment and then filed with the Clerk of the Board of Supervisors at least twenty (20) calendar days prior to the effective date of such rule or regulation. The purpose of the review provided for herein is to insure that the proposed rule or regulation is consistent with the provisions of this procedure, Section 207-c of the General Municipal Law and applicable provisions of the collective bargaining agreement between the parties as it applies to matters which are mandated subjects of negotiation.

**SECTION 7.04 - Other Penalties**

A person who is receiving Section 207-c Benefits shall be deemed to be an employee of the County and shall be subject to the same disciplinary rules applicable to employees who are not receiving such benefits.

**IN WITNESS HEREOF**, the parties hereto have set forth their signature on the dates noted hereafter.

**DELAWARE COUNTY SHERIFFS LOCAL 3951**  
**LAW ENFORCEMENT OFFICERS UNION**

**COUNTY OF DELAWARE**

By \_\_\_\_\_  
David McClung  
Union President

By \_\_\_\_\_  
Tina Mole'  
Chairman, Board of Supervisors

Date \_\_\_\_\_

Date \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**  
**REGARDING SHIFT SWAPS**  
**by and between**  
**DELAWARE COUNTY**  
**and**  
**DELAWARE COUNTY SHERIFFS LOCAL 3951**  
**COUNCIL 82, AFSCME, AFL-CIO**

This Memorandum of Agreement is made by and between the Delaware County Sheriff's Office (hereinafter referred to as the "Employer") and the Delaware County Sheriffs Local 3951 of the New York State Law Enforcement Officers Union, Council 82, AFSCME, AFL-CIO (hereinafter referred to as the "Union")

**WHEREAS**, a swap is a voluntary exchange or trade of specific shifts or tours of duty by two Union employees that is effectuated for the benefit of the employees involved in the swap and shall not affect the compensable hours worked by each employee. A swap includes the initial trade and a payback trade; and

**WHEREAS**, both the Employer and the Union seek a simple and effective policy for the recording, monitoring and controlling of swapping in order to promote the positive use of swapping for the benefit of both the Department and the Union.

**NOW, THEREFORE**, the parties agree to the following terms and conditions set forth below in regard to swaps:

1. Only fulltime Corrections Officers are eligible to participate in swaps.
2. All swaps must be requested by the completion of the form attached to the Memorandum of Agreement, signed by both employees, and submitted to the initial requester's Sergeant no less than 24 hours in advance of the shift for which the swap is requested. Only one swap may be requested on each form. All completed swap forms must list specific dates and shifts. Swaps that have no specific payback date are not allowed. Swap requests submitted less than 24 hours in advance of the shift for which the swap is requested, will be denied without exception. A scheduled swap can be canceled up to 24 hours before the initial swap shift. Swaps must be canceled by submitting a new form.
3. The Sergeant must check the schedule to verify that all positions are covered by appropriate staff, (i.e. Shift Supervisor, Intake, Control Room, and at least one female Corrections Officer) before approving any swap and making any changes to the schedule. The Sergeant, before approving any swap, must first ensure an appropriate level of staff available to work the following shift; if an emergency should arise and mandating is necessary to maintain staffing levels. This discretion shall rest with the Sergeant.
4. Swap requests shall not be submitted prior to the issuance of the monthly schedule. Compensatory time off requests will be given precedence over swaps for positions such as Shift Supervisor, Intake, Control Room and at least one female Corrections Officer.

5. Each Corrections Officer may swap a maximum of 2 shifts per week and both swaps must fall within the same week of the pay period.

6. No swap less than 4 hours will be granted. Therefore, an 8 hour shift can be swapped for an 8 hour shift, two 4 hour shifts can be swapped for one 8 hour shift, two 4 hour shifts can be swapped for two 4 hour shifts, and one 4 hour shift can be swapped for one 4 hour shift.

7. A Corrections Officer may swap with any other full-time Corrections Officer unless one of the two Officers swapping is the only Officer trained for or who can fill a specific position, (i.e. Shift Supervisor, Intake, Control room or the only female Corrections Officer). In such cases, the swap can only be requested by two Corrections Officers who are trained or can fill the same position.

Sergeants may participate in shift swaps but may only do so with a Corrections Officer if another Sergeant is scheduled to work. Otherwise a Sergeant would have to do a swap with another Sergeant. (There must be a Sergeant on at all times. No swap will be granted that leaves any shift without a sergeant scheduled).

8. The position of post which a Corrections Officer is swapping into is solely up to the Shift Supervisor. The Corrections Officer will not automatically be assigned to the position of the other swapping Corrections officer unless he or she is the only trained for or who can fill that position.

9. Swaps are strictly voluntary and Corrections Officers are under no obligation to agree to any swap request. Any Corrections Officer engaging in swaps is responsible for fulfilling his or her part of every swap commitment. If a Corrections Officer is scheduled to work a swap and cannot report to work, he or she must notify the Sergeant prior to the start of the shift. If the Corrections Officer fails to notify the Sergeant prior to the start of the shift and/or fails to work a swap without reasonable justification, or if the Corrections Officer uses undocumented sick leave to excuse the failure to work the swap, he or she may be subject to the loss of swapping privileges for up to sixty (60) days. A second failure within a calendar year to work a swap without reasonable justification or by the use of undocumented sick leave may result in the complete loss of swapping privileges which can only be reinstated at the discretion of the Sheriff. Furthermore, any Corrections Officer who is determined based upon competent proof to be abusing the Shift Swap program may be subject to discipline in addition to the loss of swapping privileges.

In addition, if a Corrections Officer cannot fulfill his or her part of the swap agreement, and the swap has not yet been done by the other Officer the whole swap becomes void. The second Officer will be notified that they need to report to work as normally scheduled.

10. Corrections Officers on sick leave probation are not eligible to participate in shift swaps for the duration of their sick leave probation period. \*

11. This Memorandum of Agreement shall remain in full force and effect unless the parties negotiate to modify or void this Memorandum of Agreement. This Memorandum of Agreement shall be fully incorporated into and made a part of the parties' successor collective bargaining agreement. This failure to incorporate the Memorandum of Agreement into any successor collective bargaining agreement shall not void the Memorandum of Agreement.

\*(Corrections Officers on sick leave probation on the effective date of this provision shall refer to the Sick Leave Probation Policy).

**IN WITNESS WHEREOF**, the parties hereto have set forth their signature on the dates noted hereafter.

DELAWARE COUNTY SHERIFFS LOCAL 3951  
LAW ENFORCEMENT OFFICERS UNION  
COUNCIL 82, AFSCME, AFL-CIO

COUNTY OF DELAWARE

By: \_\_\_\_\_  
David McClung  
Union President

By: \_\_\_\_\_  
Tina Mole'  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT  
DELAWARE COUNTY  
DRUG AND ALCOHOL TESTING POLICY  
CORRECTION EMPLOYEES**

I. INTRODUCTION

A. Background

Delaware County recognizes the importance of a safe, efficient and healthy work environment for all employees. This means that all employees must be able to work in a drug and alcohol free environment. Accordingly, the Personnel Department of Delaware County has previously adopted a policy on Drugs in the Workplace which applies to all employees of Delaware County. It is understood and agreed that the County wide policy is equally applicable to employees of this department.

Because of the particular importance of assuring that Corrections employees are free of the effects of drug and alcohol use, under this policy Delaware County requires drug and alcohol testing for all Corrections employees.

B. Goals

This policy is designed to:

1. Protect employees and the public from injury and economic loss caused by employees affected by drugs and alcohol.
2. Create a deterrent environment discouraging use, possession, and sale of drugs on or off County property.
3. Provide education and training on the effects and indicators of drug and alcohol use.
4. Encourage employees needing assistance to consult with programs available free within the County (such as the Delaware County Mental Clinic and/or Alcohol and Drug Abuse Services) or a similar program outside the County if deemed appropriate by the Sheriff or Undersheriff.
5. Provide for the use of rehabilitation programs so that employees who fail to pass drug and alcohol tests may qualify for return to duty in the same position.

C. Scope and Applicability

This policy is intended to comply with all applicable laws and regulations governing drug and alcohol testing of safety sensitive employees.

D. Definitions

1. For the purposes of this Policy, "prohibited drugs" are defined including but not limited to the following prohibited substances:
  - a. Marijuana
  - b. Cocaine
  - c. Opiates
  - d. Amphetamines
  - e. Phencyclidine



f. Any lawful medication if taken illegally

2. Alcohol

As used herein, alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol. References to use or possession of alcohol include use or possession of any beverage, mixture or preparation containing alcohol.

3. Alcohol Misuse

Delaware County recognizes that the use of alcohol is legal when done off the job and in a manner that cannot affect job performance. Alcohol misuse consists of a violation of the following requirements:

1. No employee shall report for duty or remain on duty while having an alcohol concentration of 0.02 or greater.
2. No employee shall be on duty or operate a vehicle while that employee possesses alcohol, unless the alcohol is manifested and transported as part of a shipment.
3. No employee shall use alcohol while performing their duties, unless sanctioned by the Sheriff or Undersheriff.
4. "Substance Abuse Professional" means a licensed physician, or a licensed or certified psychologist, social worker, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commissioner with knowledge of an clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

II. VOLUNTARY LEAVE OF ABSENCE

- A. All employees who are experiencing drug or alcohol problems and who have not been instructed to undergo a reasonable suspicion, or random drug, post-accident or alcohol test under this Policy shall have the right to obtain leave of absence for the purpose of participating in an authorized rehabilitation program. Such employee shall be entitled to vacation time, personal time, and sick leave (if recommended and documented by a substance abuse professional) in that order and any other accrued benefits in accordance with the respective collective bargaining agreement and County personnel policy. If and when such paid leave time is exhausted, the employee shall be entitled to an unpaid leave of absence if recommended by a substance abuse professional but not to exceed a one year unpaid leave of absence. The one year unpaid leave of absence may be extended by mutual agreement of the Sheriff and the Personnel Officer. However, such leave shall not exceed two years as outlined in the Contract and Civil Service Rules Section 72.
- B. To obtain such leave the employee shall furnish to the Sheriff and the Personnel Officer with written recommendations of a substance abuse professional and evidence of participation in a certified drug or alcohol rehabilitation program. To qualify for such leave, the employee must inform the Sheriff of the drug or alcohol problem before being instructed to take a reasonable suspicion, post-accident or random drug or alcohol test as provided for in this policy. The employee shall report to the Sheriff on a regular basis and the Sheriff at least once a month but no more than once a week, and the Sheriff will monitor the progress.

### III. TESTING FOR PROHIBITED DRUGS AND ALCOHOL

#### A. Types of Testing Allowed

Analytical testing of urine of Corrections employees for prohibited drugs and of breath for alcohol misuses shall be conducted as provided by this Policy and as required by law or regulations. The five testing categories are:

1. Reasonable Suspicion Testing
2. Post Accident Testing
3. Random Testing
4. Return to Duty Testing
5. Follow-up Testing

#### B. Testing

##### 1. Reasonable Suspicion Testing

a. An employee who is reasonably suspected by a supervisor or other persons designated by the County to make such a determination of using a prohibited drug or the misuse of alcohol, or both, shall be administered a drug test (urine) or alcohol test (breath) or both, as appropriate.

b. Whenever practical, a supervisor or designated person will seek a second opinion from another supervisor or other person designated by the County to make a determination if reasonable suspicion of alcohol or drug use exists. An employee is reasonably suspected of using a prohibited drug or of the misuse of alcohol, or both, when a supervisor makes specific observations concerning the appearance, behavior, speech or body odors of the employee indicating such use or misuse, or both. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the employee.

c. Alcohol testing is authorized only if the observations stated above are made during, just preceding, or just after the workday that the employee is required to be in compliance with the restrictions on alcohol use. When a determination has been made that a reasonable suspicion alcohol test should be administered, the employee shall not perform or continue to perform their duties until (1) an alcohol test is administered and the employee's alcohol concentration measures less than 0.02, or (2) 24 hours have elapsed following the determination that there is a reasonable suspicion to believe that the employee has violated the restriction of alcohol use.

##### 2. Post Accident Testing

a. For purposes of this Policy, the term "accident" means an occurrence associated with the operation of a vehicle while on Delaware County time causing (1) the death of an individual, (2) bodily injury to an individual who immediately receives medical treatment away from the scene of the accident, or (3) disabling damage to one or more vehicles requiring the vehicle to be transported away from the scene by a tow truck or other vehicle. The phrase "disabling damage" means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs.

b. Each employee within the vehicle involved in an accident will be tested for drugs and alcohol if the accident involved the loss of human life or if the employee received a citation

under state or local law for a moving traffic violation arising from the accident.

c. An employee who is subject to post-accident testing will remain readily available for such testing or may be deemed to have refused to submit to testing. Nothing in this section will be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary medical care.

3. Random Testing

a. Any employee will be subject to random drug and alcohol testing.

b. The selection of employees for random alcohol or drug testing shall be made by a scientifically valid method, such as a random number table or a computer based random number generator that is matched with the employee's social security number, payroll identification number or other comparable identifying number. Each employee shall have equal chance of being tested each time selections are made.

c. The number of random drug tests conducted each year will be equal to at least 25% of the number of employees subject to random drug testing. The number of random alcohol tests conducted each year will be equal to at least 15% of the number of employees. An employee may be selected for both types of tests at the same time.

d. Random alcohol and drug test are unannounced, and the date for administering them will be spread reasonable throughout the calendar year.

e. Each employee who is notified of selection for random alcohol and/or drug testing shall proceed to the test site immediately.

4. Return to Duty Testing

a. Before an employee returns to duty after engaging in alcohol misuse, resulting in a verified positive test of .02 or greater, the employee will undergo a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02

b. Before an employee returns to duty after engaging in drug use resulting in a verified positive test, the employee will undergo a return to duty drug test with a result indicating a verified negative result for drug use.

5. Follow-up Testing

a. Following a determination by a substance abuse professional that an employee is in need of assistance in resolving problems associated with alcohol misuse/or use of drugs, the employee will be subject to unannounced follow-up alcohol and/or drug testing as directed by a substance abuse professional.

b. The number and frequency of follow-up tests will be as directed by the substance abuse professional, and will consist of at least three tests in the first twelve months following the employee's return to duty.

c. The employee's supervisor may direct the employee to undergo return-to-duty and follow-up testing for both alcohol and drugs, if the substance abuse professional determines that return-to-duty and follow-up testing for both drugs and alcohol is necessary for that employee.

d. The substance abuse professional may terminate the requirement for follow-up testing at any time after the first 12 months if the substance abuse professional determines that such testing is no longer necessary.

#### IV. COLLECTION AND ANALYSIS

- A. All collection of urine or breath for random testing will be performed at a facility or facilities to be designated by the County or contract vendor.
- B. The collection site for urine samples will provide a privacy enclosure for urination, a toilet, a suitable, clean, writing surface, and a water source for hand washing which, if practicable, will be outside the privacy enclosure. Any water source within the privacy enclosure will be secured to prevent its use to adulterate the urine's sample.
- C. The employee will be assured of privacy during urination except in circumstances where there is evidence that a prior sample was altered, adulterated or tampered with, in which case a retest will be required and privacy will not be assured.
- D. The urine specimen must be split and poured into two specimen bottles. This provides the employee with the option of having an analysis of the split sample performed at a separate laboratory if the primary specimen test result is verified positive.
- E. Urine testing will be conducted at a laboratory certified by the United States Department of Health and Human Services.
- F. All drug testing laboratory results will be reviewed by a qualified Medical Review officer (MRO) to verify and validate test results. A MRO is a licensed physician responsible for receiving laboratory results generated by a drug testing program who has knowledge of substance abuse disorders and has relevant training and qualifications.
- G. The MOR will review and interpret all confirmed positive tests by reviewing the employee's medical history, including any medical records and biomedical information provided, affording the employee a reasonable opportunity to discuss the test result, and deciding whether there is a legitimate medical explanation for the result including legally prescribed medication.
- H. The MRO will notify each employee who has a verified positive test that the employee has 72 hours in which to request a test of the split specimen at a separate laboratory.
- I. Upon completion of the MRO's review the MRO will report each verified positive test result to the Sheriff. The employee will be removed from his/her duties and will be subject to the consequences outlined in Article VII of this Policy. Removal from duties will be immediate and will not await the result of any requested retest.
- J. An employee requesting a drug retest will advance the cost of the additional analysis and all costs associated with the transfer of the specimen to another laboratory including shipping and handling. If the retest results in the employee passing the drug test, Delaware County will reimburse any costs collected in advance. Selection of certified laboratory for retest will be made by the employee.

#### V. ALCOHOL TESTING PROCEDURES

- A. Alcohol testing shall be conducted by collection of a breath specimen through the use of evidential breath testing device (EBT) . The test must be performed by a certified breath alcohol technician (BAT), who is trained to proficiency in the operation of the EBT being used in the alcohol testing procedures specified in the regulations.
- B. BAT's and or contract vendors providing BAT's will be identified to employees at the time of selection for an alcohol test.
- C. Alcohol tests will be conducted at a site that provides privacy to the individual being tested.
- D. Upon arrival at the alcohol collection site, the employee must provide positive identification to the BAT. After testing procedures are explained to the employee, the employee and the BAT must completed, date, and sign the alcohol testing form.

#### E. Screening Test

1. The BAT will open an individually sealed, disposable mouth piece in view of the employee to blow forcefully into the mouth piece for at least six seconds or until an adequate amount of breath has been obtained.
2. Following the screening test, the BAT must show the employee the result displayed on the EBT or a printed result. If the result of the screening test is an alcohol concentration of less than 0.02, no further testing is required and the test will be reported to the Sheriff as a negative test. The employee may then return to his/her duties.

#### F. Confirmation Test

1. If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test must be performed.
2. The confirmation test must be conducted at least 15 minutes, but not more than 60 minutes, after completion of the initial test. The employee will be instructed not to eat, drink, or put any object or substance in his/her mouth, and will be instructed not to belch to the extent possible while awaiting the confirmation test. The confirmation test will be performed whether or not the employee complies with such instructions.
3. The confirmation test is conducted using the same procedures as the screening test. A new mouth piece will be used.
4. If the initial and confirmatory test results are not identical, the confirmation test is deemed to be the final result.
5. The BAT will transmit all results to the Sheriff in a confidential manner. If the employee must be removed from his/her duties, the BAT will notify the Sheriff immediately, and the employee will be removed from his/her duties by the Sheriff or other managerial employee.
6. A test result of greater than 0.02 will be reported as a positive test.

### IV. VIOLATIONS

The following conduct shall be considered a violation of this Policy:

- A. Taking a drug or alcohol test required by the Policy leading to a verified positive test result. For purposes of this subparagraph, a verified positive result includes an alcohol test indicating an alcohol concentration of 0.02% or more.
- B. Using alcohol while performing Corrections duties.
- C. Using alcohol within eight hours after an accident requiring a post-accident alcohol test or until the employee undergoes a post-accident alcohol test, whichever occurs first.
- D. Refusal to submit to a post-accident alcohol or drug test, a random alcohol or drug test, a reasonable suspicion alcohol or drug test, or a follow-up alcohol or drug test required by this Policy.
- E. Altering, adulterating, or tampering with a urine sample or a breath sample used in a drug or alcohol test required by this Policy, or otherwise distorting the result of a required drug or alcohol test or attempting to do any of the foregoing.
- F. Refusal to sign consents or releases required in connection with drug or alcohol tests.
- G. Reporting for duty or remaining on duty while having an alcohol concentration of 0.02 or greater.
- H. Reporting for duty or remaining on duty when the employee uses any of the drugs prohibited by this Policy except when the use is pursuant to the instructions of a physician who has advised the employee that the drug does not adversely affect the employee's ability to perform his/her duties.
- I. Failure to comply with the requirements of a treatment or rehabilitation program prescribed by a substance abuse professional while on authorized leave as a result of a violation of this Policy.
- J. Possessing alcohol while on duty, unless sanctioned by the Sheriff or Undersheriff.

## VII. CONSEQUENCES

- A. Each employee who commits a violation of this Policy will be immediately removed from his/her duties. In addition:
1. Any employee who commits a violation will be subject to disciplinary action.
  2. Any employee who commits a violation, if not terminated pursuant to paragraph 3 or 4, will be placed on an involuntary, unpaid leave of absence. During such leave of absence, the employee may use accrued benefits such as vacation time, compensatory time, etc. but not sick leave. Nothing in this Article will be construed to prevent the imposition of discipline up to and including termination for conduct of such employee while under the influence of alcohol or while using any prohibited drugs.
  3. Any employee who commits a violation involving the death of a person; bodily injury to an individual who immediately received medical treatment away from the scene of the accident will be subject to disciplinary action up to and including termination.
  4. Any employee who commits a violation of the Policy twice within an eighteen month period will be suspended without pay immediately.
  5. Any discipline imposed under paragraphs 1,2,3, or 4 will, where required, be imposed pursuant to Civil Service Law or terms of the applicable collective bargaining agreement.
- B. Each employee who has engaged in conduct prohibited by this Policy will be advised of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.
- C. Each employee who engages in conduct prohibited by this Policy and has not had his/her employment terminated immediately pursuant to paragraph A.4. of this Article VII, will be evaluated by a substance abuse professional who will determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and drug abuse.
- D. Each employee identified as needing assistance in resolving problems associated with alcohol misuse or drug use will be referred to a treatment or rehabilitation program and will be evaluated by a substance abuse professional to determine whether the employee has properly followed and completed such rehabilitation or treatment program.
- E. An employee who has violated this Policy and has not had his/her employment terminated immediately pursuant to paragraph A.4. of this Article VII will qualify for return to duty by following the recommendations of a substance abuse professional including completion of a treatment or rehabilitation program, as certified by such substance abuse professional, and by passing a return to duty drug test or alcohol test or both, as specified by the substance abuse professional.
- F. An employee who has violated the Policy or who has requested a voluntary leave of absence and undertaken a treatment or rehabilitation program under the recommendation of a substance abuse professional will bear the expense of such treatment or rehabilitation program. Medical benefits, if available to the employee may be used for such purposes.
- G. Any employee who has violated this Policy and who returns to his/her duties after having satisfied the requirements of this Article, will be subject to follow-up testing as provided in Article III.B.5. of this Policy.

VIII. EMPLOYEE RIGHTS

A. Testing and Waiting Time

All time spent on initial testing, including reasonable travel time is paid under regular pay status, including overtime if applicable. Employees will be paid while being tested for the time away from duty, or, if their duty assignment has ended, he/she will be paid up to the time he/she is released from the testing site. All costs of initial testing and confirmation alcohol testing under this Policy shall be born by the County; the cost of all follow up testing following a positive test will be born by the employee, except as specifically proved in Article IV.J.

Except as hereinafter provided, when follow up testing, following a positive test, requires an employee to leave their work site, the employee will be required to use personal, vacation or compensatory time or go without pay to cover the time from when he/she leaves his/her work site until he/she returns to same. When an employee cannot provide a urine sample at their work site within 30 minutes such employee will be required to use paid leave time for any time in excess of 30 minutes.

B. Confidentiality

The County will make every effort to assure confidentiality throughout the testing process and to protect the individual’s dignity and right to privacy for all employee. Personal data regarding the drug testing results and rehabilitation program evaluations will be forwarded to the Sheriff and are confidential. Any release of this information to person other than the Personnel Officer is prohibited without the written permission of the employee tested.

C. Return to Work

Any employee qualified to return to duty pursuant to this Policy has the right to return to duty in the same position immediately, subject to the provisions of Section 72 of the Civil Service Law.

D. The County shall make reasonable efforts to afford employees the right to union representation whenever an employee is directed to submit to an alcohol or drug test. Such representation will not interfere with, or more than minimally delay, the movement of the employee to the testing site and shall not include the presence of a union representative when testing, collection or required preliminary procedures (interview, identification, consents, etc.) are taking place.

**IN WITNESS WHEREOF**, the parties hereto have set forth their signature on the dates noted hereafter.

DELAWARE COUNTY SHERIFFS LOCAL 3951  
LAW ENFORCEMENT OFFICERS UNION  
COUNCIL 82, AFSCME, AFL-CIO

COUNTY OF DELAWARE

By: \_\_\_\_\_  
David McClung  
Union President

By: \_\_\_\_\_  
Tina Mole’  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_