



# AGREEMENT

By and Between

***Essex County***

and

*CSEA, Local 1000 AFSCME, AFL-CIO*

ESSEX COUNTY SHERIFF'S  
DEPARTMENT UNIT 6800-01 OF  
ESSEX COUNTY  
EMPLOYEES LOCAL 816



May 2, 2022 – December 31, 2025

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## ARTICLE 1 – DEFINITIONS

Accrual(s)	Sums which have been accumulated in a regularly recurring period, for the purposes of this agreement. A regularly recurring period is defined as a calendar year and represents benefits that an employee may accumulate or receive in regular or increasing amounts for actually performing work duties or for time while on paid leave. It is necessary to work or be on paid leave for at least eleven (11) days a month in order to earn leave benefit accruals.
Adjusted Benefit Date	Shall mean the date on which an Employee is hired, adjusted by adding any period of more than five consecutive days during which the Employee does not appear on the payroll. This date affects accrual of leave time and payment of health insurance premiums.
Adjusted Longevity or Increment Date	Shall mean the date on which an employee is hired, adjusted by adding any period of more than 5 consecutive days during which the employee does not appear on the payroll. This date affects the eligibility dates for increments or longevity payments.
Agreement	Shall mean the express written provisions of this contract only.
Anniversary Date	Shall mean the date the employee becomes eligible for benefits as defined within the contract. Anniversary Date can be referred to as Benefit Date. Anniversary or Benefit Date differs from Hire Date in those cases when employees hired as a part-time employee without benefits. Anniversary or Benefit dates are adjusted for unpaid time off the payroll in such cases when an employee is removed for the payroll for any reason.
Appropriate Legislative Body	Shall mean, for the purpose of Article 14 of the New York State Civil Service law, the Essex County Board of Supervisors.
Arbitrary and Capricious	Absence of a rational connection between the facts found in the choice made.
Association Representative	Shall mean the CSEA Labor Relations Specialist or Unit President or his/her designee.
Association	Shall mean Civil Service Employees Association, Local 1000.
Cafeteria Plan	Within certain Internal Revenue Services (IRS) statutory constraints, a cafeteria plan allows an employee to divert salary to employee benefits on a pretax basis. Details of the County's Cafeteria Plan is available in the Personnel Office.
Call In	Shall mean the procedure used for calling in employees outside the normal work hours.
Catastrophic/Serious Temporary Disability	For the purposes of this agreement, shall mean an illness or injury resulting in a medical condition for which a physician has certified that the condition

	is likely to result in a loss of 2 weeks or more of workdays during a 12-month period.
Continuous Service	Period during which an employee is continuously employed by the same employer, in this case Essex County.
Controverted Claim	For the purposes of this agreement, a controverted claim is any work-related injury claim whereby the County or its program administrators determine and officially notify the Workers' Compensation Board that it does not agree to such injury claim.
County	As used in this agreement, means the County of Essex and its units of government. For the purposes of this agreement the County of Essex shall mean the Employer.
County Manager	Shall be the highest-level staff manager employed by the County. If the position is not filled, the words "Chairperson of the County or his/her designee" shall be substituted for the words "County Manager" wherever used in this agreement.
Date of Hire	Means the date on which an employee is hired by the County.
Day(s)	Shall mean calendar day(s) unless otherwise specified.
Desk Audit	A Desk Audit is an action taken by the Personnel Officer based upon a request of the appointing authority or an employee, to determine if the work being performed within a particular position is appropriate for the title being used for this position.
Emergency	Shall mean a sudden, unforeseen occurrence.
Employee	<p>Shall mean employee(s) in the bargaining unit shall be defined as follows:</p> <p>Full Time – Those employees hired on a permanent basis who worked a full schedule of regular hours as defined for the department within the terms and conditions of this contract. Under no circumstance will Full Time be considered less than thirty-five (35) hours. Such employee shall be entitled full-time benefits, unless otherwise identified within this contract.</p> <p>Part Time with Benefits – Those employees hired on a permanent basis who worked twenty (20) hours or more per week. Such employee shall be entitled to Individual Health Insurance Coverage at the applicable rates as defined within this agreement. All other benefits provided for employees within their particular department shall be prorated based been the appropriate percentage of time they work for the Department Hours as defined within this agreement.</p>



	<p>Part Time Without Benefits – Those employees hired on a permanent basis who work less than twenty (20) hours per week. Such employees shall not be entitled to benefits but shall be considered bargaining unit employees.</p> <p>Per Diem - Those employees hired on an "as needed" basis and work intermittently. Such employee shall not be entitled to benefits and are not part of the bargaining unit.</p>
Employee Assistance Program	The Essex County Employee Assistance Program (EC EAP) is a benefit designed to help county employees identify and resolve personal and work-related problems, so they can balance the demands of work, home, and life. EC EAP services are confidential, voluntary, and offered at no cost to Essex County employees and their families. EAP helps employees by providing information, assessment and referral services, and support for a broad range of issues including anxiety and depression, relationship conflicts, workplace issues, gambling, substance abuse, grief, health and wellness, finances, elder care, parenting, domestic violence, legal, childcare and stress.
Employer	Shall mean Essex County.
Equivalent Hours	Number of hours equal to the standard workday, calculated based on the appropriate days times the hours of the standard workday for that employee's department.
Fair Labor Standards Act	A federal law that guarantees a worker's rights to be paid fairly. The FLSA defines the 40-hour workweek, sets out the federal minimum wage, states the requirements for overtime and places restrictions on child labor. It also provides for alternative work weeks for specified industries or occupations such as peace officers.
False Pretenses	Representation of some fact or circumstance which is not true and is calculated to mislead.
Hire Date	The date the employee is actually hired regardless of any benefit entitlements.
Holiday(s)	Shall mean only those holidays specifically identified in this agreement.
Holiday Compensatory Time	Shall mean compensatory time earned as a result of working a Holiday or the designated day of the Holiday, and for the purposes of this agreements shall be independently tracked comp time not subject the normal ten (10) day comp time cap. Such Holiday Comp time shall be limited to twelve (12) days by nature of the twelve (12) holidays provided for under terms of this agreement.
In Lieu Day	As it relates to this agreement, if an employee is required to attend in-service training on one of their regularly scheduled days off, the employee may, with approval of the Sheriff or his / her designee, either receive a lieu day or be paid time and one-half (1 ½ x) for such in-service training day. A lieu day

	would be defined as an alternative day off in place of the regularly scheduled day off as it relates to training days.
Immediate Family	Shall mean father, mother, sister, brother, son, daughter, mother-in-law or father-in-law, sister-in-law, brother-in-law of present marriage, spouse residing in employee's household, certified domestic partner, stepparents and stepchildren.
Just Cause	<p>A standard or test often applied to determine the appropriateness of disciplinary action. The factors that may be considered in determining just cause include but are not limited to:</p> <p>(1) Forewarning:</p> <p>(2) Reasonableness of the rule or standard that was violated:</p> <p>(3) The presence of a supervisory or other type of investigation to verify employee culpability in the circumstances of the violation:</p> <p>(4) Establishment approved at a level consistent the disciplinary action being taken:</p> <p>(5) Prior consistent enforcement of the rule or standard that has been violated:</p> <p>(6) Disciplinary action proportional to the offense.</p>
Longevity	Shall mean payments made over and above an employee's regular hourly rate of pay based on years of service with the County.
Maternity Disability	Maternity related disabilities are treated as any other illness. You are disabled when your physician and/or the County's disability insurance carrier determines that due to your sickness or illness, you are unable to perform the material and substantial duties of your regular duty assignments.
Newly Hired	For the purposes of this agreement, Newly Hired is defined as an employee who has never previously been hired by the County. Specifically, as it applies to hired PRIOR to or hired AFTER 2009, contained within Article 5., Compensation; an employee previously hired by the County prior to 2009, and then re-hired AFTER 2009, would not be defined as "Newly Hired" as it applies to the AFTER 2009 wage rate reduction.
On Call Status	Shall mean a regular employee who is also expected to be available for emergency service outside an employee's scheduled work hours.
Parties	Shall mean the CSEA Local 1000 and the County.
Per Diem	Shall mean a person who is not scheduled to work as a regular employee but works intermittently on an as needed basis.

Promotion	Shall mean that an employee has been successful in their current level of job responsibilities and deserves to advance to a higher position title with more responsibilities in order to earn a higher rate of pay. Such advancement shall be in accordance with New York State and Local Civil Service Rules.
Ratification	A process of examination and approval by the appropriate parties, in this case the Board of Supervisors and the CSEA membership, which must be concluded before the agreement can take effect.
Reallocation	Reallocation is an action taken by the Board of Supervisors, based upon the recommendations of the personnel officer to move a particular position title from one grade level to a different grade level. This reallocation is a change in the value of the position title and is not a reflection of any individual employee's work.
Reassignment	Reassignment is the movement of an employee from one position to another position within a department or division under the same appointing authority.
Reclassification	Reclassification is the action taken by the Personnel Officer based upon review of a civil service position. A reclassification occurs when the Personnel Officer believes that the title is not appropriate for the duties being performed by the employee within a particular position.
Release Time Report	A specific report detailing the time, date and specific issue a Union official has been engaged in and released from County work with Sheriff or his/her designee approval.
Section 77 – b of the General Municipal Law	Allows the governing board of municipalities to authorize any officer or employee to attend a conference, convention or school conducted for the betterment of such municipality.
Seniority	Shall be based on the day of employment within the bargaining unit except where otherwise specifically defined in this Agreement and/or as may be required under Civil Service Rules and Regulations.
Stipend Payments	For the purpose of this contract, stipend payments are such payments authorized under this agreement to be paid to the employees based upon activities undertaken by the employee in terms of training and certifications which are outside the employee's normal job descriptions which provides a benefit to the County as an employer, or to the community as a whole.
Strike	Shall mean any strike or concerted stoppage of work or slow down by employees as defined by the Taylor Law.
Subpoena or Court Order	Judicial process commanding a person to appear.

Supersede	Shall mean in the place of or supplant.
Taylor Law	Shall mean the Public Employees Fair Employment Act; Article 14 of the New York State Civil Service Law.
Temporary Employee	Shall mean an employee who is assigned to an encumbered position on a temporary basis. Temporary employees working full-time shall be entitled to all benefits after serving any position for four (4) months on a full-time basis.
Transfer	Shall mean the movement of an employee from one department under one appointing authority to another department under a different appointing authority.
Transitional Duty	Is defined as when the County makes temporary and reasonable accommodations which will enable the employee to gradually return to his/her position at full duty. Transitional Duty will never be offered as a permanent alternative to regular duty.
Workday	Shall mean eight (8) or more hours per day inclusive of breaks and meal period unless otherwise specified within this Agreement.
Workweek	Shall be as defined within this Agreement.
Work Schedule	Shall for the purposes of this agreement be a schedule defining the hours of work scheduled for each position so identified and agreed to by the parties as part of the Appendix D., Work Schedule Memorandum of Agreement (MOA) according to its terms.

## ARTICLE 2. RECOGNITION

### Section 1. Representation

- A) Essex County (hereinafter referred to as the County), having determined that the Essex County unit of the Civil Service Employees Association is supported by a majority of bargaining unit employees, hereby recognizes the Civil Service Employees Association, Local 1000 American Federation of State, County & Municipal Employees AFL – CIO, Essex County Unit 6800-01 of Local 816 (hereinafter referred to as the Association), as the sole and exclusive negotiating agent for the Essex County Sheriff Department employees except for elected or appointed officials, exempt employees, per diems and the following confidential and managerial positions:

Title	Title
Chief Deputy Sheriff (a/k/a Major)	Jail Administrator (a/k/a Major)
Assistant Jail Administrator (a/k/a Captain)	Confidential Secretary to the Sheriff
Undersheriff	

## Section 2. Membership Dues & Agency Shop Fee

- A) The County agrees to deduct CSEA membership dues from the wages of all bargaining unit employees, who have signed a dues authorization, on the first (1<sup>st</sup>) pay period of each month. All dues deducted shall be transmitted to CSEA, Inc., 143 Washington Ave., Capital Station, Albany, New York 12224-9989, preferably electronically.
- B) The County agrees to send a list to CSEA Unit President, CSEA Labor Relations Specialist and the CSEA Membership Department a listing, containing the name, address, and department of all new bargaining unit employees, at the end of each month along with those promoted and/or transferred or terminated at the end of each month.

A complete listing of all bargaining unit employees with the same information will be sent March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup>.

- C) Any employee who wishes to terminate membership with CSEA shall do so in accordance with the terms of his/her dues authorization by contacting CSEA Member Response Group at 1-800-342-4146. The Association agrees to indemnify and hold harmless the County, each member of the Board of Supervisors and all agents and/or designees of the County against any and all claims, costs, suits or other forms of liability and all court costs arising as a result of deductions taken out by the County in accordance with the terms of this Agreement.
- D) The County shall permit payroll deduction authorization for the Deferred Compensation Program, CSEA sponsored insurances, and will permit direct electronic deposit authorization.
- E) New Employee Orientation – Within thirty (30) days of providing the new hire notice, Employer shall allow a designated CSEA representative to meet with a new employee privately for a reasonable amount of time, not to exceed 30 minutes, to educate them about the Union.

## Section 3. No Strike Affirmation

- A) Pursuant to the requirement of Section 207(3)(b) of the Public Employees Fair Employment Act, the Essex County Sheriff's Department Unit of the CSEA, as identified within this agreement, affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such strike.

## Section 4. Negotiations Procedures

- A) The terms and conditions of employment provided in this Agreement shall remain in effect until the expiration of the contract or unless altered by mutual agreement.
- B) Neither party in any negotiations shall have any control over the selection of the representatives of the other party, and each party may select its representatives from within or without Essex County. While no final agreement shall be executed without ratification approval by the Association and approval by the County, the parties mutually pledge that their representatives will

have all necessary power and authority to make proposals and reach agreement in the course of negotiations.

- C) The Parties shall notify each other prior to the commencement of negotiations the names of the members of their respective negotiating teams. Neither team shall name more than 10 members (not counting the chief negotiators) to their respective team. The parties may appoint alternate members to fill any potential vacancies during the term of the negotiations and shall provide the list of alternates at the same time as the team members are provided. The Parties shall always be represented by at least three (3) members of their team at the negotiating table in order for a negotiation session to be considered valid.

## ARTICLE 3. COLLECTIVE BARGAINING UNIT

### Section 1. Definition of Unit

- A) The parties hereby agree that the CSEA is the sole and exclusive negotiating representative for the employees who are duly appointed to the titles listed in Appendix A., annexed hereto and made a part of this Agreement.

### Section 2. Modification of Unit

- A) The definition of Unit may be modified during the term of this Agreement as follows:

- 1) By operation of law, when:
  - a) A title is abolished, or
  - b) A title is changed pursuant to a reclassification proceeding authorized by Section 22 of the Civil Service Law, and the changed title is not deemed by the County to be managerial or confidential.
- 2) By mutual agreement of the parties, pursuant to Article 14 of the Civil Service Law, when:
  - a) A new title is created by the County pursuant to a reclassification proceeding authorized by Section 22 of the Civil Service Law, or
  - b) A title is changed pursuant to a reclassification proceeding authorized by Section 22 of the Civil Service Law and the changed title is deemed by the County to be managerial or confidential.

### Section 3. Amended Appendices

- A) Updated Appendices A., indicating modifications of the Unit as authorized above shall be provided by the County to the CSEA Unit President by the Essex County Personnel Office within 30 days of the effective date of such change.

## ARTICLE 4. CSEA PRIVILEGES

### Section 1. Authorized Absence with Pay

- A) The County will allow a maximum of fifteen (15) minutes per employee on a semi-annual basis, during working hours, for a non-employee representative of CSEA to explain membership services and programs provided it does not interfere with an employee's work responsibilities. Such arrangement shall be coordinated through the appropriate department or division head as identified by the Essex County Sheriff.
- B) The CSEA Unit President or his/her designee shall be permitted a maximum of ten (10) days per year without loss of pay or other benefits to attend regional or statewide conventions or meetings and CSEA Board of Directors meetings.
- C) The County will provide the CSEA Unit Pres. or his/her designee with copies of all public County Board of Supervisors Committee and Board meeting minutes and proposed or enacted resolutions as soon as they are available for distribution.
- D) An employee may be excused at the discretion of the Sheriff or his/her designee, without charged vacation time, sick leave, personal leave or any other leave, upon submission of satisfactory evidence to the Sheriff or his/her designee of one of the following reasons:
  - 1) Absence for court attendance under subpoena or Court order, provided that neither the employee nor anyone related to the employee has a personal interest in the case and such attendance is not related to any other employment.
  - 2) Absence to attend an administrative hearing or conference, agreements, or a court case, related to County employment, notwithstanding that the employee may have a personal interest therein.
  - 3) Absence to attend an official investigation or related interview.
  - 4) Absence to attend and Essex County Civil Service examination, interview or appointment interview in relation to an eligible list for employment by Essex County, or any physical examination in relation thereto.
  - 5) Absence to attend conferences, conventions, or schools pursuant to Section 77 – B of the General Municipal Law.
  - 6) The Unit President when engaging in departmental administration of the Collective Bargaining Agreement will provide the County Labor Management Committee with a release time report on a quarterly basis of such activity.
- E) The CSEA Unit President or his/her designee shall be permitted up to a maximum of four (4) hours per month without loss of pay or other benefits to conduct CSEA business. These four (4) hours will be designated as the same day as the monthly labor management meetings and will be in addition to time spent at such meetings.

## Section 2. Joint Committees

### A) Labor/Management Committee

- 1) Each side shall appoint up to four (4) members to this Committee to meet bimonthly to resolve problems and to establish a firm relationship between the County and the Association to promote harmonious coexistence.
- 2) Nothing contained herein shall prevent the Labor/Management Committee from meeting more often by mutual consent. Additionally, the Labor/Management Committee may by mutual agreement create other such Committees for the purpose of addressing specific issues related to Health, Life and Safety.

## ARTICLE 5. COMPENSATION

### Section 1. Supporting Documents

Attached hereto and made a part hereof are the following documents:

- A) Appendix A., Bargaining Unit Titles
- B) Appendix B., Sheriff's Department Salary Tables – Hired PRIOR to January 1, 2009
  - 1) Deputy Sheriff's Table
  - 2) Deputy Sheriff Sergeant Table
  - 3) Deputy Sheriff Lieutenants Table
  - 4) Deputy Sheriff Civil Officers Table
  - 5) Correction Officers Table
  - 6) Correction Sergeant Table
- C) Appendix C., Sheriff's Department Salary Tables – Hired AFTER January 1, 2009
  - 1) Deputy Sheriff's Table
  - 2) Deputy Sheriff Sergeant Table
  - 3) Deputy Sheriff Lieutenants Table
  - 4) Deputy Sheriff Civil Officers Table
  - 5) Correction Officers Table
  - 6) Correction Sergeant Table
- D) Appendix D., MOA Memorandum of Agreement – Work Schedules
- E) Appendix E., General Municipal Law Section 207-c
- F) Appendix F., Initial Issuance of Uniforms and Equipment



## Section 2. Wages

- A) Effective each year listed below, the hourly rate for employees in the bargaining unit shall be adjusted as follows:
- B) DEPUTY SHERIFF POSITIONS
- 1) The 2022 rate will remain at the previously agreed upon 4% rate increase for all Deputy Sheriff positions across the board as identified within the contract adopted by the parties for the calendar year 2022.
  - 2) Beginning January 2023 – 2% increase for all Deputy Sheriff positions.
  - 3) Beginning January 2024 – 2% increase for all Deputy Sheriff positions.
  - 4) Beginning January 2025 – 1.5% increase for all Deputy Sheriff positions.
- C) CORRECTION OFFICER POSITIONS
- 1) The 2022 rate will remain at the previously agreed upon 4% rate increase for all Correction Officer positions across the board as identified within the contract adopted by the parties for the calendar year 2022.
  - 2) Beginning January 2023 – 4% increase for all Correction Officer positions.
  - 3) Beginning January 2024 – 4% increase for all Correction Officer positions.
  - 4) Beginning January 2025 – 4% increase for all Correction Officer positions.
- D) The starting rate for each grade table shall be increased by the same amounts listed herein.
- E) All newly hired employees after January 1, 2009, shall be paid at a rate 10% below the agreed upon amounts contained within the approved Appendix - B & C - Salary Tables, as adjusted by the percentages identified above.
- 1) Any employee who was previously employed by the County as a permanent employee with a hire date prior to January 1, 2009, and is re-hired as a permanent employee shall not be subject to the 10% reduction in their starting rate.
- F) All permanent employees subject to Section C), above shall be entitled to the following based upon years of service as identified below:
- 1) Employees as described in Section C) above, who will have three (3) years of service or more with the County as of January 1, 2022, shall be provided a 5% increase to their hourly rate (provided they did not previously receive the 5% increase under language contained in the previous contract) beginning with the 1<sup>st</sup> payroll of the new contract. Such 5% increase shall be in addition to the agreed upon percentage increases as identified in Section A) Subsection 1.
  - 2) Employees as described in Section C) above, who will reach three (3) years of service with the County during the term of this contract shall be provided a 5% increase to their hourly rate

(provided they did not previously receive the 5% increase under language contained in the previous contract) on their anniversary date of hire. Such 5% increase shall be in addition to the agreed upon percentage increases as identified in Section A) Subsection 1- 2.

- 3) Employee as described in Section C) above, who will reach five (5) years of service with the County during the term of this contract shall be provided the remaining 5% increase to their hourly rate (provided they did not previously receive the 5% increase under language contained in the previous contract) on their anniversary date of hire. Such remaining 5% increase shall be in addition to the agreed upon percentage increases as identified in Section A) Subsection 1-2.

G) All payroll calculations will be based upon the year in which the time was earned.

### Section 3. Longevity

A) Longevity is an annual payment paid to employees based on completed years of service starting after five complete years of service for regular employees who work a full workweek. Such annual payment shall be paid to employees on the first non-payroll Friday in December of each year.

- 1) Full Time Employees as defined based upon the County's description contained in the Definitions section shall be entitled to an annual longevity payment based on completed years of service as per the following table:

Completed Years of Service	Amount of Payment	Completed Years of Service	Amount of Payment	Completed Years of Service	Amount of Payment	Completed Years of Service	Amount of Payment	Completed Years of Service	Amount of Payment
5	\$400.00	10	\$500.00	15	\$1,150.00	20	\$1,650.00	25	\$2,150.00
6	\$400.00	11	\$500.00	16	\$1,150.00	21	\$1,650.00	26	\$2,150.00
7	\$400.00	12	\$500.00	17	\$1,150.00	22	\$1,650.00	27	\$2,150.00
8	\$400.00	13	\$500.00	18	\$1,150.00	23	\$1,650.00	28	\$2,150.00
9	\$400.00	14	\$500.00	19	\$1,150.00	24	\$1,650.00	29	\$2,150.00
								30	\$2,450.00

- 2) Employees who are entitled to longevity payments who voluntarily leave county service prior to the completion of a full longevity year of service, shall be entitled to a prorated amount of payment based on the number of months of service completed within that longevity year.

### Section 4. Shift Differential

A) Effective January 1, 2018, there shall be a One and no/100 Dollar (\$1.00) shift differential for all hours worked between 3PM and 7 AM provided the position the employee holds is one that is also required for normal work hours.

## Section 5. Call in Pay

- A) An Employee called back to work after his regular work shift ended or called in 4 or more hours before his regular work shift, shall be guaranteed a minimum of four (4) hours pay at time and one-half (1 1/2x) their regular rate of pay. Time worked after the guaranteed minimum shall be compensated at straight time or overtime, depending upon the total hours worked by the Employee for the week in question.

## Section 6. Jury Pay

- A) Time accumulated when an Employee is making a court or grand jury appearance related to his job duties during off-duty hours shall be counted in the computation of overtime. The minimum guaranteed hours for such appearance shall be four (4) hours pay at time and one-half (1 1/2x) their regular rate of pay. Time worked after the guaranteed minimum shall be compensated at straight time or overtime, depending upon the total hours worked by the Employee for the week in question.

## Section 7. Sheriff's Department Increments

- A) The parties agree to implement incremental steps to the hourly rates as identified within Appendix B., and C., of this agreement.

## Section 8. Compensatory Time

- A) FAIR LABOR STANDARDS ACT (FLSA):

- 1) Employees of a public agency which under the Fair Labor Standards Act, a public agency is defined as a State, a political subdivision of a State (County), or an interstate governmental agency, may receive in accordance with the Act and in lieu of overtime compensation, compensatory time off at a rate not less than one and one-half (1.5) hours for each hour of employment for which overtime compensation is required by the Act.
- 2) A public agency may provide compensatory time pursuant to applicable provisions of a collective bargaining agreement and/or memorandum of understanding, or any other agreement between the public agency and representatives of such employees.
- 3) If the work of an employee for which compensatory time may be provided included work in a public safety activity, an emergency response activity, or a seasonal activity the employee engaged in such work may accrue not more than 480 hours of compensatory time for hours worked. If such work was any other work, the employee engaged in such work may accrue not more than 240 hours of compensatory time for hours worked. Such limits of 480 hours and 240 hours represent ***maximum amounts allowable*** under the Act.

4) By provisions of this collective bargaining agreement the parties agree such maximum amounts for Essex County Sheriff's employees shall be limited to ten (10) days based on the employee's normal workday for the department, for example:

- a) Eight (8) hour employees will be limited to 80 hours.
- b) Twelve (12) hour employees will be limited to 120 hours.

B) Use of Compensatory Time:

- 1) An Essex County employee who has accrued compensatory time off authorized to be provided for under this section and who has requested the use of such time, shall be permitted to use such time within a reasonable period after making the request, provided the use of the compensatory time does not unduly disrupt the operations of the department as determined by the Sheriff or his/her designee.
- 2) Earned compensatory time shall be subject to prior authorization of the Sheriff or his/her designee. The use of such earned and accrued compensatory time shall be scheduled at the mutual convenience of the employee and the Sheriff or his/her designee, provided the intent is to use such time as future time off.
- 3) Use of Comp time to fulfil the required hours of what is the Department's normal work week shall be limited to those normal hours. Employees shall not be allowed to use comp time in an amount which would necessitate or trigger additional benefits such as overtime or additional comp time earned on comp time credited. Overtime or additional comp time earned must be based upon time actually worked above the normal work week hours as per Fair Labor Standards Act or other provisions of this agreement.

C) The maximum amount of accrued compensatory time shall be capped at an hourly equivalent of ten (10) days based on the employee's normal workday for the department, and any compensatory time that exceeds the ten (10) days shall be paid at the accrued earned rate. Such payment shall be made within two pay periods from the time determined to be due, based upon a properly submitted Request for Additional Time Payment form to the Personnel Office, signed and approved as to the content of such request by the Sheriff or his/her designee.

D) When earned compensatory time which the employee request to be used as approved time off at a later scheduled date or dates as appropriate and provided the Sheriff or his/her designee grants such request; then such mutually preapproved use of time shall not count against the capped hourly equivalent of ten (10) days as defined in Section A) Subsection 4., above. Based upon the same, an employee may continue to accrue compensatory time up to the equivalent amount as defined in Section C) above for such time not already agreed to as future scheduled time off.

E) Compensatory time earned based upon provisions of Article 10. Holidays shall not be counted against the capped hourly equivalent of ten (10) days as identified within Section A) Subsection 4., above, and for the purposes of this agreement shall be separately identified as Holiday Comp, which should be scheduled as approved time off at a later scheduled date or dates as appropriate as per Section D) above.

- F) Compensatory time granted based upon actual time worked, represents time owed. Such payment and/or compensation of time must be either in the form of actual equivalent time off, or as actual payment of time at the appropriate rate per hour. Such method of payment and/or compensation of time for the purposes of this agreement must be mutually agreeable to the employee and to the employer. Other than the time as defined within Section D) and E) above, any other accrued compensatory time shall be subject to the following:
- 1) If the employee has accrued compensatory time which has not been previously approved as scheduled time off, even if such time falls below the capped amount as identified in Section A) Subsection 4., above; then the employee may request payment of such time based upon a properly submitted Request for Additional Time Payment form to the Personnel Office, signed and approved as to the content of such request by the Sheriff or his/her designee.
  - 2) If the employer represented by the Sheriff or his/her designee, determines it is in the best interest of the County to pay out such accrued compensatory time which has not been previously approved as scheduled time off, even if such time falls below the capped amount as identified in Section A) Subsection 4., above; then the Sheriff or his/her designee may order such payment to be provided to the employee with notice.
- G) The Sheriff or his/her designee shall not unreasonably deny or withdraw such preapproved use of accrued compensatory time as described in Section D) and E) above, except in the event of an emergency situation which may necessitate specific staffing requirements.
- H) Payment of Compensatory Time
- 1) If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular wage rate earned by the employee at the time the employee receives such payment.
  - 2) If the compensatory time exceeds the amounts as established in Section A., Subsection 4., above the Personnel Office shall notify the Sheriff or his/her designee to facilitate the payment of such compensatory time above the maximums, using forms as approved by the Personnel Office.
  - 3) If the employee requests use of the compensatory time and it is denied based upon the provisions related to unduly disrupting the operations of the department, then such employee shall be entitled, at their option, to request payment of any accrued compensatory time not approved as time off.
  - 4) If the Sheriff or his/her designee due to staffing and/or coverage issues feels the accumulation department wide of unpaid compensatory time is too high than the Sheriff or his/her designee at their option may order payment to the employees for such time below the maximums necessary to alleviate staffing and or coverage concerns with notice to those affected.
  - 5) The employee based upon their own personal needs may request payment of any accrued compensatory time below the maximums. Such payment shall be made within two pay periods from the time determined to be due, based upon a properly submitted Request for Additional

Time Payment form to the Personnel Office, signed and approved by the Sheriff or his/her designee.

- 6) An employee who has accrued compensatory time off authorized to be provided under this section shall, upon termination of employment be paid for the unused compensatory time at a rate of compensation equal to the final regular hourly rate received by such employee at the time of termination.

## ARTICLE 6. WORKDAY AND WORK WEEK

### Section 1. Basic Workday and Work Week

- A) Sheriff's Department for Corrections Officers and Deputy Sheriffs assigned to the Jail shall be scheduled as follows:
  - 1) There shall be a scheduled pay/work week of 36 hours followed by a scheduled 48 hour pay/work week for a total of 84 hours. The work period shall be a 14-day period straight time for 84 hours. No overtime will be paid during this 14-day work period until the employee has worked more than 84 hours during the work period at which time overtime shall be paid.
  - 2) The shift for each day of the work week will be 12 hours, and for purposes of accruing time and the use of accrued time a day shall be considered as 12 hours; and
  - 3) Such employees will receive 12 hours of compensatory time for recognized holidays worked; and
  - 4) Such employees will have every other weekend scheduled off provided that adequate staffing is available.

### Section 2. Work Schedules

- A) Based upon discussion of the parties, including the Sheriff and Undersheriff, the parties agreed to provide the work schedule for the Corrections and Deputy Officers; the provisions of the same are defined within Appendix D of this agreement.

### Section 3. Record of Attendance

- A) Daily time records, in form determined by the Sheriff and/or the County, showing actual time worked, as well as all types of leave and vacation time earned by each Employee, will be maintained by the Sheriff.

## ARTICLE 7. SENIORITY

### Section 1. Determination of Seniority

- A) Seniority shall be determined by the Employee's length of service as an Employee in a position in the bargaining unit. The effective date of hire as a full-time Deputy Sheriff or Correction Officer shall be used as the original date of employment. Seniority in rank shall be determined by the effective date of the Employee's full-time appointment to that rank. For the purpose of determining relative seniority between Employees who receive appointments to the rank of

Deputy Sheriff or Correction Officer on the same day, the Employee who receives the higher mark on the civil service examination shall be deemed to have the most seniority. Should the marks be tied, alphabetical order of the last (surname) name will control, for the purpose of determining relative seniority between employees who receive promotional appointments effective on the same day, the employee with the greater seniority in the department shall be deemed to have the most seniority.

## Section 2. Seniority List

- A) A current seniority list showing the names, length of service department assignments and rank shall be furnished to the CSEA on or about January 15 of each year. A copy of the list shall be maintained for inspection by members.

## Section 3. Loss of Seniority

- A) An employee shall forfeit seniority rights only for the following reasons:
- 1) Resignation without reinstatement within one (1) year.
  - 2) Dismissal without reinstatement.
  - 3) Retirement.

## Section 4. Use of Seniority

- A) Seniority shall determine preference for the purposes of selection of vacations, leaves and shifts consistent with Article 6. In determining preference for the purpose of selection of vacations within a work period or division, the selection will be by seniority in rank.

# ARTICLE 8. PAYROLL

## Section 1. Pay Periods

- A) Employees shall be paid on a bi-weekly pay periods, twenty-six (26) pay periods per year. Such twenty-six (26) pay periods shall be based upon the table contained within Article 5. Compensation, Section 2. Wages of this Agreement.

## Section 2. Direct Deposit

The County provides a Direct Deposit process for all employees. Each Employee must select Direct Deposit of their entire net paycheck by a date as established by the Essex County Treasurer in December of each year. Funds will be available in each designated account through Automated Clearing House (ACH) on each pay date. If any over or underpayment occurs, it will be corrected in the next pay period, or when the County or the employee should reasonably have been aware of the same.



- A) Changes to a previously elected Direct Deposit option may be made at any time. The change will be effective within two payroll cycles.

## ARTICLE 9. OVERTIME

### Section 1. Correction Officers and Deputy Sheriffs

- A) For Correction Officers and Deputy Sheriffs assigned to the Jail the following shall apply:
- 1) There shall be a scheduled work week of thirty-six (36) hours followed by a scheduled work week of forty-eight (48) hours for a total of eighty-four (84) hours.
  - 2) The work period shall be a fourteen (14) day period straight time for eighty-four (84) hours.
  - 3) No overtime will be paid during this fourteen (14) day work period until the employee has worked more than the eighty-four (84) hours during the work period.
  - 4) When the employee has worked more than eighty-four (84) hours in such work period, at that time the employee will be entitled to overtime for those hours in excess of the eighty-four (84).
- B) All other employees including Deputy Sheriffs not assigned to the Jail, and who are not subject to the eighty-four (84) hour schedule as identified in Subsection A., above, shall receive one and one-half (1 ½) times their normal rate of pay for hours of actual work in excess of forty (40) in any work week.
- C) No Employee shall be compensated for overtime unless he was first properly directed to work such overtime by the Sheriff or his designee.
- D) Compensatory time, whether earned at overtime or straight time rates, shall, after appropriate conversion, be credited at a single straight time rate. For example, when 6 hours of compensatory time is earned at the overtime rate, it shall be credited as 9 hours at the straight time rate.

### Section 2. Hourly Rate Computation

- A) All hourly rates identified within the tables of this agreement are rounded to the second decimal place. The County's financial accounting software, when percentage increases are applied, round such calculations to the sixth decimal place which may in some case slightly alter the hourly rate paid to an employee based upon standard rounding rules.

### Section 3. Holiday Comp Time

- A) As defined within Article 5., Section 8. Compensatory Time, Compensatory time earned as a result of working a Holiday or the day designated as the Holiday, such compensatory time shall not count against the maximum amounts defined within Article 5., Section 8. Compensatory Time, Section A), Sub 4).



- B) Such Compensatory Time earned based upon Holidays, as identified within Article 10., shall be separately identified and tracked independently of regular earned compensatory time and every reasonable effort to provide the employee with time off at a later scheduled date shall be made by the Sheriff's department.
- C) If such later scheduled time off due to operational needs cannot be accommodated by the department, or the employee based upon their own personal needs request payment for such earned Holiday Comp in lieu of future time off, then such payment shall be made within two pay periods from the time determined to be due, based upon a properly submitted Request for Additional Time Payment form to the Personnel Office, signed and approved by the Sheriff or his/her designee.

#### Section 4. Line-Up Pay

- A) Correction Officers and Correction Sergeants
  - 1) Shall report to work twenty (20) minutes prior to the shift change to ensure ample opportunity to meet the minimum standards regarding prisoner counts and other requirements of the Commission for Correction that need to be conducted prior to assuming their shift responsibilities. This time shall be counted as time worked.
- B) Deputy Sheriff Sergeants
  - 1) When assigned to the Jail shall be required to report to work twenty (20) minutes prior to the shift change to ensure ample opportunity to meet the minimum standards regarding prisoner counts and other requirements of the Commission for Correction that need to be conducted prior to assuming their shift responsibilities. This time shall be counted as time worked.
- C) Deputy Sheriffs
  - 1) Shall only be required to report to work twenty (20) minutes prior to the shift change as per the previous sections, when such employee is assigned to work within the jail. Generally speaking, such circumstance occurs when the Deputy Sheriff has agreed to work an overtime shift, however if due to operational needs such assignments become necessary, therefore mandated; then such Deputy Sheriff shall be required to report twenty (20) minutes early and such time shall be counted as time worked.

### ARTICLE 10. HOLIDAYS, VACATIONS. LEAVES

#### Section 1. Holidays

- A) Holidays shall be granted as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day

Independence Day

Floating Holiday

Labor Day

- B) Holiday Benefits defined for employees working a Standard Work Week defined as Monday thru Friday shall be based upon the following conditions:
- 1) For all holidays, other than Thanksgiving, Christmas and New Year's Day such employees shall be entitled to the following benefits:
    - a) Equivalent comp time for all hours worked on the holiday, or for all hours worked on the day designated as the holiday.
    - b) Shall be paid at their normal hourly rate for all hours worked on the holiday or such designated holiday.
  - 2) For Thanksgiving, Christmas and New Year's Day such employees shall be entitled to the following benefits:
    - a) Equivalent comp time for all hours worked on the holiday, or for all hours worked on the day designated as the holiday.
    - b) Shall be paid one and one half (1 ½) times their normal hourly rate for all hours worked on such holidays or such designated holiday.
- C) Holiday Benefits defined for employees working a Non-Standard Work Week such as scheduled across 7 days per week, shall be based upon the following conditions:
- 1) For all holidays, other than Thanksgiving, Christmas, and New Year's Day such employees shall be entitled to the following benefits:
    - a) Equivalent Holiday comp time for all hours worked on the recognized holiday.
    - b) Shall be paid at their normal hourly rate for all hours worked on the recognized holiday.
    - c) Should an employee be scheduled to work on the holiday(s) as identified above and be scheduled to work on the day designated as the holiday the following would apply:
      - (i) The designated day would be treated as a comp day and the employee shall be paid at their normal hourly rate for all hours worked on such designated day.
      - (ii) The holiday would be treated as a normal day because the designated day becomes the holiday for the purposes of this benefit, therefore the employee shall be paid their normal hourly rate for all hours worked on such holiday.
      - (iii) If such double schedule results in the hours the employee actually works within a work week exceeding the requirement for overtime based upon the Fair Labor Standards Rules or other such condition agreed to within this contract, then the employee must be paid overtime for those hours actually worked over the limits.

- 2) For Thanksgiving, Christmas and New Year's Day such employees shall be entitled to the following benefits:
  - a) Equivalent Holiday comp time for all hours worked on the recognized holiday.
  - b) Shall be paid one and one half (1 ½) times their normal hourly rate for all hours worked on such recognized holidays.
  - c) Should an employee be scheduled to work on the holiday(s) as identified above and also be scheduled to work on the day designated as the holiday the following would apply:
    - (i) The designated day would be treated as a comp day and the employee shall be paid at their normal hourly rate for all hours worked on such designated day.
    - (ii) The holiday would be treated as an overtime day, and the employee shall be paid at one and one half (1 ½) their normal hourly rate for all hours worked on such holiday.
    - (iii) If such double schedule results in the hours the employee actually works within a work week exceeding the requirement for overtime based upon the Fair Labor Standards Act or other such conditions agreed to within this contract, then the employee must be paid overtime for those hours actually worked over the limits.
- 3) Should a holiday or the day designated as the holiday fall outside of the employee's normal schedule, the employee shall still be entitled to appropriate comp time for the holiday.
- D) If a holiday(s) falls within an employee's vacation period, the vacation period of such employee shall be extended by the holiday(s) that falls within such vacation.
- E) For those on a Standard Work Week: When a holiday falls on a Saturday, employees shall be given Friday off. When a holiday falls on a Sunday, employees shall be given Monday off. In place of Lincoln's birthday there shall be a Floating Holiday to be taken in the calendar year by mutual agreement with the Sheriff or his/her designee.
- F) For employees defined as Part Time with Benefits, such benefits as detailed above will be provided prorated based upon the appropriate percentage of time they work of the Departments Hours as defined within Article 6 Workday and Workweek.
- G) Whenever a schedule change results in a 10 or 12-hour workday any such holiday will be adjusted to reflect the same.

## Section 2. Vacations

- A) Employees shall be entitled to vacation time in accordance with the following categories:
  - 1) Category One: Twenty (20) days per year.
    - a) Employees hired prior to January 1, 1999
  - 2) Category Two: Eighteen (18) days per year.

- a) Employees hired after January 1, 1999 and have at least eight (8) complete years or more of service with the County.
- 3) Category Three: Fifteen (15) days per year.
  - a) Employees hired after January 1, 1999 and have at least five (5) complete years or more but less than eight (8) complete years of service with the County.
- 4) Category Four: Twelve (12) days per year.
  - a) Employees hired after January 1, 1999 and have at least three (3) complete years or more but less than five (5) complete years of service with the County.
- 5) Category Five: Nine (9) days per year.
  - a) Employees hired after January 1, 1999, with less than three (3) complete years of service with the County.
- B) All vacation time will be based on a calendar year. Vacation time will be credited in January and available for use at that time.
- C) If an employee is due to move to a category with a higher benefit level within the ensuring calendar year that employee will be given the credit for the higher category.
- D) New hires will be credited a prorated amount of vacation time based upon the date of hire in their first year.
- E) New employees hired on or before the fifteenth (15th) of the month, will be credited with an anniversary date as of the first of that month. New employees hired after the fifteenth (15th) day of the month will be credited with an anniversary date as of the first day of the next month. These dates will be used for the purpose of determining the prorated amount of vacation time available in their first year.
- F) Employees shall be entitled to accrued vacation time up to a maximum of thirty (30) days. Newly hired employees, after January 1, 2018, shall be limited to accrual of a maximum of twenty (20) days, during the first five (5) years of service with the County. Once the employees have exceeded five (5) years of continuous service with the County then their ability to accrue thirty (30) days of vacation time would apply.
- G) An employee who has reached the maximum 30 days of accrual, or for newly hired employees within their first five years who reach the maximum 20 days of accrual, shall be entitled to his/her additional vacation credit for the upcoming calendar year as it is provided in January of each year. However, the employee must use the additional time above the 30 days (or 20 days for newly hired employees) within that calendar year. The intent of the parties is that no employee will have more than the maximum allowable vacation time as identified in Sub-Section F) above, on the books on December 31st of each calendar year. Any amounts above the maximums, on December 31st of each calendar year will be lost.

- H) If an employee is in danger of exceeding the maximums and his/her Sheriff or his/her designee is unable or unwilling to schedule the time necessary to get below such maximums, the employee may appeal in writing to the County Manager to schedule the necessary time off to reduce or remove the amount of time above such maximums.
- I) If an employee leaves the service of the County, either by voluntary resignation, retirement or in the event of death, said employee shall be entitled to receive a cash payment for any accrued vacation time earned and retained in the previous calendar year, plus a prorated amount of time for the current calendar year based upon the date the employee leaves service, provided that under no circumstances shall said time exceed maximums as defined.
- J) Employees requesting the use of vacation time which equals or exceeds five (5) consecutive days in length, shall be notified by the Sheriff or his/her designee of the approval or disapproval of such request within five (5) business days. All other request for use of vacation time in increments less than five (5) days shall be processed by the Sheriff or his/her designee in a timely fashion.
- K) All references to days in this Article shall be converted to equivalent hours. The hourly credit for these days will be calculated based on the appropriate days times the hour of a normal workday for that employee's department.

### Section 3. Sick Leave

- A) The sole purpose of this provision is to provide sick leave for those employees who suffer from a personal illness and/or injury and are unable to perform their job function except that sick leave may be utilized for an illness or injury in an employee's immediate family and for doctor and dental appointments. Any employee who claims sick leave under false pretenses may be subject to immediate disciplinary action.
- B) Employees hired on or prior to March 23, 1989, shall be granted eighteen (18) sick days per year. Employees hired after March 23, 1989, shall be granted thirteen (13) sick days per year.
- C) All sick leave time will be based upon a calendar year. Sick leave time will be credited as follows:
  - 1) All employees entitled sick leave time shall be credited to the employee on a monthly basis. For example, an employee earning 18 days of sick leave shall be credited 1.5 days of sick leave time monthly, which shall be available for use after such earned accrual.
  - 2) New Hires will be credited a prorated amount of the thirteen (13) days of sick leave time they are entitled to, dependent upon the actual date of hire within the calendar year, and such accrual of the time shall be provided based upon Section C) - Subsection 1., as noted above.
- D) New hires on or after January 1, 2018, will be credited a prorated amount of the thirteen days of sick leave time at the date of hire in their first year.
- E) New employees hired on or before the fifteenth (15th) of the month, will be credited with an anniversary date as of the first of that month. New employees hired after the fifteenth (15th) day of the month will be credited with an anniversary date as of the first day of the next month. These

dates will be used for the purpose of determining the prorated amount of sick time available in their first year.

- F) All references to days in this Article shall be converted to equivalent hours. The hourly credit for these days will be calculated based on the appropriate days times the hours of a normal workday for that employee's work schedule in the Sheriff's department.
- G) Upon becoming sick or disabled, an employee shall, during his sickness or disability, be granted sick leave with pay to the extent of the unused sick leave time accumulated.
- H) Sick leave time shall be considered for all purposes as continuous service. In the case of retirement, the provisions of Section 41-j under the New York State Retirement System shall prevail.
- I) Any employee who is incapable of performing her duties because of maternity disability may utilize accumulated sick leave credits during such absence. A maternity leave shall be considered to commence on the date when the employee is no longer capable of performing her regular duties and shall end on the date that the employee can resume the performance of her regular duties. The employee may be requested or required to bring in a health care provider's notice to verify the date when the employee is not capable of performing her duties or when the employee is capable of returning to work.
- J) When an employee is absent from work because of sickness or disability, the Sheriff or his/her designee may require a health care provider's certificate for use of sick leave benefits. Such sickness or disability may require a physical and/or psychiatric examination by a County named health care provider or other acceptable medical certification of inability to perform regular duties for any absence. If a County health care provider examination is called for, the expense of such examination shall be paid for by the County in accordance with the provisions of Section 72 of the NYS Civil Service Law.
- K) When such a health care provider certificate is required, it will be so noted on the employee's time record. When the illness or disability is five (5) days or longer in duration, a health care provider's certificate is required at the end of the fifth day and for each five (5) workdays of continuous absence thereafter (this requirement is waived when an employee is confined to a hospital). Such certificate shall state the employee cannot perform his regular job duties and the expected date of return to work.
- L) Employees shall be entitled to accumulate up to a maximum of the equivalent hours for two hundred forty-five (245) days of sick leave. For those employees who have accumulated more than the equivalent hours of two hundred forty-five (245) days of sick leave, they shall not be allowed to accumulate any additional sick leave until such time that they have less than the equivalent hours for two hundred forty-five (245) days. The exception to this maximum amount is covered under Sub-Section O., of this Article.
- M) Employees who retire from County service shall be entitled to one hundred per cent (100%) of their normal daily rate for each day of accumulated sick leave over one hundred sixty-five (165)

workdays, however, under no circumstances will an employee be entitled to payment of more than the equivalent of thirty-five (35) sick days of compensation, under this section.

- N) When an employee is absent from work due to illness or injury, said employee will make every reasonable effort to notify the appropriate County official (i.e. Sheriff or his/her designee) prior to the beginning of the work day or as soon thereafter as feasible.
- O) Any unused personal time will be converted to sick time at the end of the year even if it results in exceeding or adding to more than the equivalent hours of two hundred forty-five (245) sick days accumulated.

#### Section 4. Sick Leave Bank

##### A) Statement of Policy

- 1) It is the understanding and policy of Essex County and CSEA to encourage every employee to recognize leave time as a negotiated benefit and to utilize such leave for the purpose for which it is intended. It is further understood that there may be circumstances in which an employee would require additional leave time to accommodate a catastrophic illness or serious temporary disability, extending beyond two weeks in duration. Such two weeks duration need not be on a continuous basis, but rather may be on an as needed basis for treatments such as chemotherapy for cancer or other such catastrophic illness or injury. It is on this basis that an agreement has been reached to establish a Sick Leave Bank.
- 2) Sick Leave Bank time cannot be used to supplement Workers Compensation except as provided below:
  - a) In the event a Workers' Compensation Claim is controverted, the employee may request time from the bank until a decision is reached regarding the controverted claim. If the controverted claim results in a back payment of sick time such payment shall be used to repay the Sick Leave Bank.
  - b) In the event an employee is determined to be able to do transitional duty to supplement their Workers Compensation Claim, but the County is unable to find a transitional duty assignment, then the employee may apply to the Sick Leave Bank Committee for possible Sick Leave Bank time.
- 3) In the event of a catastrophic illness / injury or serious temporary disability to an employee's spouse, certified domestic partner or child, Sick Bank time may be requested by the employee for care of such spouse, certified domestic partner, or child in an amount not to exceed forty-five (45) days. Such request shall be made in accordance with the Administrative Procedures of the Sick Leave Bank as detailed below.
- 4) In the event an employee has no accumulated leave time due to a prior catastrophic illness/injury or serious temporary disability which occurred within the previous two (2) years, and such employee utilized their own accumulated time without use of the sick leave bank,



and provided the employee can document such condition to the sick bank committee; under such conditions the employee may be considered eligible for time from the sick leave bank for an illness, injury or temporary disability which would not ordinarily be provided for under this Article, subject to approval of the sick bank committee.

B) Administrative Procedures

- 1) The Sick Leave Bank shall be administered by the Personnel Director and the County Manager, or their designees and two representatives designated by the CSEA Unit President. This group will become the Sick Leave Bank Committee (SLBC).
- 2) Each request for Sick Leave Bank time will be reviewed and a decision will be reached by a majority vote of the SLBC.
- 3) For the purpose of breaking a tie vote among the committee, a list of ten people will be created, five from the CSEA and five from the County. One member of the list of ten will be randomly selected by use of Random Ware software or other such similar computer random generation software program. This selected member will be the tie breaking vote within the committee.
- 4) The Committee's decision is final and is not subject to appeal or the grievance procedure.
- 5) The Committee will determine the number of days to be granted, not to exceed 50 workdays per request, or a total of 150 lifetime days per employee.
- 6) New employees with less than one year of service shall only be entitled to a maximum of twenty-five (25) days.
- 7) Request to use Sick Leave Bank Time automatically allows the SLBC members to review the requesting employee's leave time record without further authorization.
- 8) The Committee shall meet within ten (10) working days from the receipt of the request in the Department of Personnel.
- 9) The employee and the Sheriff or his/her designee shall be notified in writing within five (5) working days of the Committee's final determination.

C) Sick Leave Bank Time Procedures

- 1) The Sick Leave Bank is a mandatory participation program.
- 2) One day of sick leave time will be deducted from the employees total Sick Leave Accruals in January of each year and credited to the Sick Leave Bank, unless previously determined by the SLBC to be not necessary.
- 3) New employees hired before September 1st of the calendar year will contribute a prorated number of hours based upon the number of months which they will be employed by Essex County prior to the start of the new year.
- 4) New employees hired after September 1st of the calendar year will be allowed to postpone their contribution until January of the following year.



- 5) Less than full time employees will be required to donate based upon a prorated amount of their percentage of a normal workday and/or weekly schedule.
- 6) The SLBC will meet in June of each year to determine if an additional canvas of time will be needed to supplement the bank for the remainder of the calendar year. No more than one additional canvas may be done within any calendar year.
- 7) Mandatory donation of time may not be necessary each year, the SLBC will meet no later than November of each year to review how much time is available in the Bank. If no donation is needed for the following year employees will be notified.
- 8) Employees have the option to donate some or all of their accumulated sick time to the Sick Leave Bank when they voluntarily leave the County service.
- 9) Lost sick time due to the death of an employee will be applied to the Sick Leave Bank to help maintain a sick leave time balance.

D) Application Procedures:

- 1) All accrued leave credits, including sick, vacation and personal time must be depleted prior to approval of leave from the Sick Leave Bank. Employees are encouraged to make application prior to such depletion of time if it is anticipated that the need for time will become necessary.
- 2) Each request shall be made on a prescribed form (available thru the Personnel Office) with a Health Care Provider's Certification form (available thru the Personnel Office).
- 3) Approved sick leave will be applied only during a current or future payroll period. It shall not be applied retroactively if the payroll period is complete prior to the Committee's decision.
- 4) All documents shall be submitted first to the Sheriff or his/her designee and then to the Personnel Office.

## Section 5. Leave for Civil Service Examination: Interviews

- A) Upon the request of an Employee, the Sheriff shall grant leave with pay for the purpose of taking a civil service examination, provided that the examination is for employment with the County and cannot be scheduled during non-working hours. This Section shall apply to written, oral and performance tests, physical examinations, and reviews. Employees called for an interview for possible inter-departmental transfer within County service will be allowed time off with pay for such purpose.

## Section 6. Leave for Court and Jury Attendance

- A) When an Employee is officially summoned to be present at the courthouse for jury duty or is under subpoena to appear in court or before an administrative tribunal on a matter related to his job duties, he shall be granted leave with pay for such purposes. In the case of jury duty, the amount of pay shall be the difference between his daily rate of pay and the amount allowed by the court for jury duty.

1. If the employee is released from Court appearance or Jury Attendance with four (4) or more hours left in his/her scheduled shift such employee shall be expected to return to duty unless otherwise released by the Officer in Charge.
2. Generally, for those employees scheduled to work on the night shift occurring before the Court appearance or Jury Attendance, the employee shall be released from his/her shift at 1 AM per established departmental practice; and for those employees scheduled to work on the night shift occurring after the Court appearance or Jury Attendance, the employee shall report for work at the mid-point of his/her shift (1 AM) per established departmental procedure.

#### Section 7. Military and Other Leave Required by Law

- A) The County Manager shall grant any leave of absence, with or without pay, as is now or may be required by specific statutory authority, such as the Military Law.

#### Section 8. Leave of Absence Without Pay

- A) Leave of Absence for a specified time, not to exceed one (1) year, without pay, for a sufficient reason may be granted to an employee by the County Manager upon the written request of the employee with at least two (2) weeks written notice to the Sheriff or his designee.
- B) The Sheriff or his designee shall review the application and submit the application along with a recommendation to the County Manager within two (2) workdays following receipt of such application.
- C) The granting or denial of all leaves of absence, except as required by law, shall be at the discretion of the County Manager provided any denial shall not be for arbitrary and capricious reasons.
- D) If the request for unpaid leave is denied, the matter may be referred to the County Personnel Committee only for the purpose of determining if the denial was arbitrary and capricious. The denial of a leave of absence shall not be an item for the contractual Grievance Procedure.

#### Section 9. Bereavement Leave

- A) Employees will be permitted to use a maximum of three (3) days per death in the immediate family without loss of pay or deduction from any other accumulated credits. Use of such days shall be subject to approval of the Sheriff or his/her designee based upon funeral arrangements as appropriate.
- B) Should an employee be notified of a death in his/her immediate family during the workday, then said employee shall be permitted to take the remainder of the work day off without any charges to his/her leave credits nor shall such day count toward his/her three (3) bereavement days as spelled out above.

- C) Immediate family shall be defined as father, mother, sister, brother, son, daughter, mother-in-law or father-in-law, brother-in-law, sister-in-law of present marriage, spouse residing in employee's household, certified domestic partner, stepparents and stepchildren.
- D) Employees will be permitted to use a maximum of two (2) workdays for a death of the employee's grandmother, grandfather, grandchildren, aunt, uncle, niece, or nephew without loss of pay or deductions from other accumulated credits.
- E) In the event a burial / memorial service takes place at a later time, then the employee will be allowed to utilize the day(s) necessary for the burial / memorial service at that time, subject to approval of the Sheriff or his/her designee. The Sheriff or his/her designee may request verification by way of obituary notice or other such acceptable proof of burial / memorial service date.
- F) Use of additional personal and/or vacation time may be requested by the employee in the event of unusual circumstances related to a death in the family as identified above, such use of the employee's own time shall not be unreasonably denied by the Sheriff or his/her designee, provided the employee provides a reasonable explanation of such request.

#### Section 10. Personal Leave

- A) The purpose for personal leave is to provide employees time off for conducting personal matters that could not otherwise be conducted outside the normal work hours. Examples of proper use would be for important family matters, doctor, or dental appointments, conducting personal legal affairs, family illness and conducting personal business matters.
- B) Personal leave must be approved by the Sheriff or his designee and, except in the case of emergencies requiring the employee's presence, will not be granted if such absence will interfere in the proper conduct of governmental functions necessitating the presence of the employee. Such request for Personal leave will not be denied solely because it may create an overtime situation within the department.
- C) Requests for personal leave shall be made to the employee's Supervisor as soon as possible with at least twenty-four (24) hours' notice, except in the case of a personal emergency.
- D) The intent of the parties is to provide five (5) workdays of personal leave non-cumulative per year for employees after their third year of service.
- E) New hires shall receive two (2) workdays of personal leave in their first year, such two (2) workdays shall be prorated based upon the date of hire within the first year, three (3) workdays in their second year and four (4) work days in their third year. Thereafter they will receive five (5) workdays per year.
- F) Personal leave time will be credited in January and available for use at that time.
- G) All personal leave is non-cumulative.
- H) Unused personal leave shall be credited to sick leave annually on December 31<sup>st</sup>.

- I) All references to days in this Article shall be converted to equivalent hours. The hourly credit for these days will be calculated based on the appropriate days times the hours of a normal workday in the employee's department.

## ARTICLE 11. INSURANCE BENEFITS

### Section 1. Health Insurance Active Employees

- A) The County shall provide a Preferred Provider Option (PPO) plan, currently Excellus Blue PPO as the Health Insurance option for the employees. The County will provide as an additional option a higher deductible plan with a lower cost of premium, such premium as determined by the marketplace. All plan options offered by the County shall be available to the employees at the same contribution percentages as identified within Section F., of this Article 11.
- B) The County will provide the plans as identified above, if the availability of such plan remains as an option for the County. Factors which may impact the County's ability to offer this plan include but are not limited to the following:
- 1) The Insurance Provider refuses to offer such plan option within our coverage area.
  - 2) The Insurance Provider completely discontinues doing business within our coverage area.
  - 3) The premium rates proposed by the Insurance Provider for such option become so cost prohibited as to be unaffordable for the County's share and/or the Employee's share.
  - 4) The Insurance Providers list of covered physicians or health care providers becomes so limited as to make coverage within our area impractical.
- C) Prior to the discontinuation of a particular plan as identified above and/or the introduction of a new plan, the County shall provide notification by way of the Labor Management Committee and will allow for discussion and input from the Association.
- D) The County will on a calendar year basis aggressively pursue a PPO plan option to provide coverage to those employees so entitled. Such plan options may include new Insurance Providers not identified above. Factors which would prompt the County to offer additional coverage options include but are not limited to the following:
- 1) A new Insurance Provider begins operations within our coverage area, offering comparable plan and premium options.
  - 2) A current Insurance Provider may offer new premium options which are more cost effective for the County and the employee.
  - 3) A current Insurance Provider may alter or otherwise change a plan as identified in Section A., above and rename such plan.
- E) If the Association wishes, it may submit alternative benefit proposals for consideration to the County Manager / Administrator prior to October 1st of each year of the agreement.
- F) Health Insurance contributions shall be based upon the following:

- 1) Full Time Employees or a Part Time Employee with Benefits hired prior to January 1, 1999, shall contribute 12% toward the premium costs.
  - 2) Full Time Employees or a Part Time Employee with Benefits hired on or after January 1, 1999, shall contribute 14% toward the premium costs.
  - 3) Full Time Employees or a Part Time Employee with Benefits hired on or after January 1, 2009, shall contribute 20% toward the premium costs.
  - 4) For Married Couples who were a married couple, and both were employees of the County prior to January 1, 2009, shall not have to contribute toward the premium costs.
  - 5) For Married Couples who were a married couple, and one or both were employees of the County on or after January 1, 2009, shall contribute 10% toward the premium costs.
  - 6) Effective January 1, 2018, employees with a certified Domestic Partner as accepted by the County's Health Insurance Carrier and such Domestic Partner is not an employee of the County, the employee holding the County's plan shall contribute 20% toward the premium costs.
  - 7) Effective January 1, 2018, employees with a certified Domestic Partner as accepted by the County's Health Insurance Carrier and when such Domestic Partner is also an employee of the County, the employees as a Certified Domestic couple shall contribute 10% toward the premium costs.
- G) Coverage is not automatic, so employees must select their plan option and complete an enrollment form within their first ten (10) days of employment. The effective date of coverage shall be thirty (30) days from the date of hire.
- H) The County provides, under the Internal Revenue Service Tax Laws, a Flexible Spending Account which allows for pretax contribution toward health insurance premiums. Such Tax Laws have certain requirements specific to Health Insurance Plans and requires that the County meet with each entitled employee to offer these pretax contributions. In order for the County to meet its obligations under the law the following conditions as it relates to our plans must apply:
- 1) All Employees entitled to Health Insurance Coverage must on a yearly basis complete all necessary forms as provide by the Personnel Office for health insurance and related coverage items. Such requirement to complete forms applies even if the Employee is not changing or altering plans choices.
  - 2) The County will provide rates for the plan offerings as soon as possible in the month of October or early November, such rates are sometimes subject to the New York State Insurance Department review and approval. The County has no control over the timing of such approvals.
  - 3) Coverage selection forms must be completed and returned to the Personnel Office no later than December 1st of each calendar year. The County reserves the right to require dates earlier than the December 1st deadline depending upon the timing of payrolls.

- 4) Failure to complete the necessary forms in a timely fashion may result in the following:
  - a) Loss of coverage or delayed coverage.
  - b) Premium payments are paid one month in advance, failure to complete forms may result in an upward adjustment to the Employees' payroll deduction to catch up payments which may have been missed.
  - c) Employees are solely responsible to assure that they have completed and submitted the necessary forms in a timely manner, to assure correct payroll deductions and coverage options.

## Section 2. Drug Card Benefits Active Employees

- A) In those cases where the County can separate Prescription Drug Coverage from the Medical Coverage the County agrees to provide a self-insured prescription plan currently administered by Excellus as the Prescription Benefit Manager.
- B) The Copays for our Self-Insured Drug Plan options shall be based upon the following:
  - 1) Retail Plan - 30 Day Supply
 

a) Over the Counter (OTC)	\$ 0.00
b) Generic Copay	\$ 5.00
c) Brand/Preferred Copay	\$20.00
d) Specialty Drug Copay	\$35.00
  - 2) Mail Service - 90 Day Supply
 

a) Generic Copay	\$ 0.00
b) Brand/Preferred Copay	\$25.00
c) Specialty Drug Copay	\$50.00
- C) The parties agree to participate in a Brand Name Drug Copay assistance program coordinated through the County's Pharmacy Benefit Manager (PBM), currently Excellus and any Specialty Drug Coordinator which Excellus may use for such purposes. Such participation shall be based upon the following conditions:
  - 1) For the purposes of Section C), the parties agree the Specialty Drug Copay as described in Section B)., 1)., d) and Section B)., 2)., c) shall change to a straight 30% coinsurance amount subject to the following conditions:
    - a) Such participation as described in Section C) above, will not result in any additional up-front cost to the employee for these specialty drugs, beyond their normal co-pays as described in Section B)., 1)., d) and Section B)., 2)., c) above.

- b) If a specific prescription for Specialty Drug does not have a Copay Assistance Program associated with it, then Excellus' and/or its' Specialty Drug Coordinator will coordinate the normal copay as identified in Section B), above.
  - c) In the event the Brand Name Drug Copay assistance program should end, then the copay structure as identified in Section B) above shall remain in effect during the term of this agreement.
- D) In the event the County chooses to move to an alternative Drug Card Plan, such plan shall be equal to or greater than in coverage, including co-pays and all terms and conditions.
- E) The County's drug plan is a "closed formulary", under a self-insured drug plan such plan typically does not exclude drugs but rather provides alternatives under brand-name drugs or supplies which produce larger rebates and/or lower wholesale costs based upon the pharmacy benefit managers contractual relationship with the drug supplies.
- 1) The County agrees to have in place a process under the Closed Formulary whereby a prescribing physician can participate in an appeals process for a specific brand drug which may have been denied or the physician feels in his/her professional opinion no substitute drug is appropriate.
- F) Any disagreement as to whether a new drug plan is comparable shall be subject to binding arbitration per the contractual Grievance Procedure.

### Section 3. Premium Enhancement Programs

This Section describes the Premium Enhancement Programs available to Bargaining Unit employees who qualify for benefits under terms of this agreement.

#### A) Premium Enhancement Program - Vacation and/or Sick Leave

- 1) Eligible employees may elect to participate in the Premium Enhancement Program - Vacation and/or Sick. This program allows eligible employees to exchange previously accrued vacation and/or sick leave in return for a credit to be applied toward their employee share of Health Insurance premiums.

#### B) Premium Enhancement Program - Longevity Payment Incentive Use Plan

- 1) Eligible employees may elect to participate in the Premium Enhancement Program - Longevity Payment Incentive Use Plan. This program allows eligible employees to use a portion of their Longevity Payments toward the employees share of Health Insurance premiums. If those employees choose to do so, the County will provide an additional incentive amount to enhance the benefit.

- C) These programs will be available for the term of this agreement. During each of these years the leave credit and the amount of longevity payment selected will be divided evenly among the approved pay periods as identified in Article 8 – Pay Periods, Section 1.



- D) Disputes arising from this program are not subject to the grievance procedure contained in this Agreement. This program will sunset on the conclusion of this agreement unless extended by mutual agreement of the parties.
- E) In order to enroll an employee must:
- 1) Be a Full Time Employee or a Part Time with Benefits Employee, such definitions of employee based upon the County's description contained within the Definitions section.
  - 2) Be an employee covered by the CSEA Collective Bargaining Agreements:
  - 3) Have a sufficient leave balance to make the full leave forfeiture at the time of enrollment without bringing their combined vacation and sick leave balances below 10 days: and
  - 4) Be a participant within a Health Insurance Plan as provided by the County and identified within the Collective Bargaining Agreement.
  - 5) Part Time with Benefits Employees so identified above, will be eligible to participate on a prorated basis. Part Time Employees are not eligible for longevity payments, therefore are not eligible for the Premium Enhancement as identified in Section B., above.
- F) Once enrolled, employees continue to participate unless they separate from County service or cease to be Health Insurance Plan holders with the County. Leave forfeited in association with the program will not be returned, in whole or in part, to employees who cease to be eligible for participation in the program.
- G) During any calendar year in which an employee participates, the credit established upon enrollment in the program will be adjusted only if the employee moves between Full and Part Time Status as an employee during such calendar year.
- H) Open enrollment will be offered during the month of November of each year the Premium Enhancement Program is offered. The exact dates of open enrollment will be established by the Personnel Office. Employees will be required to submit a separate enrollment for each calendar year in which they wish to participate in either A or B.
- I) Vacation and/or Sick Leave Enhancement:
- 1) Full-time employees who enroll in this portion of the program will forfeit a total of 5 days of Vacation and/ Sick leave standing to their credit at the time of enrollment in return for a credit of \$1000.00 to be applied toward the employee share of premiums deducted from their biweekly paychecks during the calendar year.
  - 2) Part Time with Benefits Employees who enroll in this program will forfeit a total of 5 prorated days of Vacation and/or Sick leave standing to their credit at the time of enrollment in return for a prorated credit toward the employee share of their health insurance premiums.
- J) Longevity Payment Incentive Use Plan Enhancement
- 1) Full-Time employees who are entitled to Longevity Payments, who enroll in this portion of the program may choose to direct a percentage ranging from 10% to 80% of their entitled



Longevity Payment to be applied toward the employee share of premiums deducted from their biweekly paychecks during the calendar year.

- 2) The County will provide a 30% matching incentive to be added to whatever percentage the employee directs to be applied toward their employee share of premiums deducted from their biweekly paychecks during the calendar year.
- K) All 10 years or more employees shall be allowed to sell one additional sick day to be applied toward the employee's share of premiums. Such additional sick day shall be worth \$200.00 as a credit, bringing the maximum credit applied from \$1000.00 to \$1200.00 for those employees with at least 10 years of service with the County.
- L) For those department employees whose regular schedule is based upon a 12-hour day, then such employees shall only be required to sell back the equivalent of 40 hours or 3.4 days to receive the \$1000.00 dollars of credit. For those employees in these 12-hour departments with 10 or more years of service who wish to sell one additional sick day then such additional day shall be credited in the same manner.

#### Section 4. Health Insurance Buy Out

- A) Employees who are so entitled to family plan health insurance coverage through the County and opt to drop that coverage, said employees shall be entitled yearly to \$5000.00, subject to proportional calculation in the event the employee makes his/her election other than at the beginning of the County's fiscal year.
- B) Employees who are so entitled to individual health insurance coverage through the County, said employees shall be entitled yearly to \$3000.00, subject to proportional calculation in the event the employee makes his/her election other than at the beginning of the County's fiscal year.
- C) Buy Out payments will be made the first non-payroll Friday in December each year.
- D) In order to obtain the health insurance buy-out, the employee must document to the County that other health insurance is available, and the employee must sign a release to the County waiving any rights to health insurance coverage and releasing the County from any other health related liability. Eligibility considerations for this buyout includes the following:
  - 1) Other health insurance coverage is limited to sources outside what the County already participates in the cost of: such as health insurance under State or Federal low-income benefit programs which include Family Health Plus, Child Health Plus or other such government sponsored health benefit programs of which the County participates in the cost thereof thru other department budgets, such as Department of Social Services. Employees who participate in such plans will not be eligible for a buyout from the County.
- E) If an employee who has elected the buyout option loses his/her health insurance coverage, he/she must immediately notify the personnel office and his/her coverage will be reinstated upon the

employee making the appropriate payment of the premium, if such premium is due, and otherwise satisfies any eligibility requirements.

#### Section 5. National Health Insurance Plan

- A) The Parties hereto agree to a re-opener regarding the Health Insurance Coverage contained in this Agreement in the event that the provisions of the Patient, Protection and Affordable Care Act, (commonly referred to as Obama Care), or any other National Health Insurance Plan is amended or enacted by the federal government which substantially changes or impacts the County's obligations to provide health insurance coverage to its employees under this Agreement. Substantial change or substantial impact as herein above set forth shall be construed in its broadest sense to allow reopening of this contract and discussion between the Parties and shall include, but will not be limited to, significant or substantial financial increases in the cost of insurance which may result from such legislation or changes.

#### Section 6. Voluntary Dental Program

- A) The County agrees to provide a Voluntary Dental Program with premium costs of such plan to be paid by the Employees either as a pretax or after-tax payroll deduction. The County currently provides the Guardian Dental Plan as the voluntary option for the employees. Details of the plan and the cost of premiums are available in the Essex County Personnel Office.
- B) Effective January 1, 2018, CSEA's EBF Solstice Dental plan will be made available as an option for employees as per the same terms and conditions in Section A), above. The CSEA agrees to provide such Solstice Dental plan as an option for Management Confidential employees as per signed agreements between the parties.
- C) The Parties may submit alternative Dental Plan proposals for consideration to the County Manager prior to October 1 each year of the Agreement.

#### Section 7. Cafeteria Plan

- A) The County will offer the following benefits as allowed under Section 125 of the Internal Revenue Code:
- 1) Premium Only Plan (POP)
    - a) The County will offer a Premium Only Plan (POP) whereby those employees who pay a portion of their health insurance premium shall have their portion paid by pre-tax dollars through payroll deductions.
  - 2) Flexible Spending Account

- a) The County will allow employees, at their option, to create individual Flexible Spending Accounts (FSA's) which allow the employees to pay for qualified un-reimbursed medical expenses with pre-tax dollars.
- b) The minimum contribution level for an FSA shall be \$10/per pay period and the maximum shall be \$96.15/per pay period (\$2500.00 annually).
- 3) Dependent Care Account
  - a) The County will allow employees to set up a Dependent Care account whereby employees may contribute up to \$5000 annually (set up as monthly contributions) toward paying for qualified Dependent Care.

## Section 8. Health Insurance for Retired Employees

A) In order to be eligible for the benefit provided herein, the employee must have the following:

- 1) For any employee hired after April 15, 2013: twenty (20) years of service as an employee of Essex County; however, for any employee currently employed with the County who was hired on or before April 15, 2013, shall be grandfathered under the fifteen (15) years of service requirement.
  - 2) Be eligible for and activate his/her retirement benefit provided by the New York State Retirement System upon terminating service with the County.
  - 3) A one-year grace period will be provided for the employee to decide if he/she will or will not activate their New York State Retirement which would entitle them to the Retirement Health Insurance Benefit. Failure to activate the New York State Retirement within the one-year grace period will relieve the County of the obligation to provide a Retirement Health Insurance Benefit.
  - 4) The County will not be required to provide Health Insurance Coverage during the grace period; however, the employee will be allowed to maintain coverage by paying the full cost of the County's premium during the one-year grace period.
  - 5) Employee with twenty-five (25) or more years of service shall be entitled to Retirement Health Insurance without the requirement of activating their New York State Retirement benefit as detailed in subsection two (2) above. Such employee shall be allowed to request coverage at the time they choose to activate their New York State Retirement benefit.
- B) Except as provided below, employees who retire effective during the term of this Agreement will continue to pay the same percentage amount they were contributing toward their active premium at the time of their retirement.
- C) If retiree health insurance premiums increase after retirement, the retiree's percentage contribution amount as identified in Section (B.), above shall be increase yearly based upon the Cost-of-Living

Adjustment (COLA) percentage as determined by the U.S. Social Security Administration, see below for explanation of the COLA formula.

- 1) The Social Security Act specifies a formula for determining each COLA. In general, a COLA is equal to the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) from the third quarter of one year to the third quarter of the next.
- D) Should a retiree choose to switch health insurance plans after his/her date of retirement, said retiree's contribution toward premium payments shall be made in accordance with B. and C. above. Said employee's contribution shall be determined as if the employee were retiring at the time of this switch.

## ARTICLE 12. RETIREMENT PLANS

### Section 1. New York State Retirement Plan Options

- A) Effective 1/4/84 the plan for Sheriff's Department Correction Officers Employees so covered by this agreement shall be Section 89P under the NYS Retirement and Social Security Law.
- B) Effective based upon ratification of this agreement by both parties, the retirement plan option for Deputy Sheriff Officers so covered by this agreement shall be eligible for Section 553 under the New York State Retirement and Social Security Law. Such enrollment shall be implemented as soon as administratively possible after the ratification of this agreement.
- C) The County agrees to grant credit for Sick Leave Option under the New York State Employees' Retirement System (Option 41-j).
- D) The County agrees to pay for the Death Benefit Option under the New York State Employees' Retirement System (Option 60-b).
- E) An employee who retires from the County and is rehired at a date which exceeds twelve (12) months from separation shall accrue seniority from the rehire date as per Civil Service Rules. Prior seniority shall not be reinstated.

## ARTICLE 13. WORKERS INJURY / ILLNESS PROGRAMS

### Section 1. Workers' Compensation

- A) The County shall continue to provide Workers' Compensation insurance for all County personnel. Any employee injured while on duty as an employee of the County is required to file an accident report (Initial Report) with his Sheriff or his/her designee immediately, or as soon as possible following said accident. Proper forms are available in the Sheriff's Office.
- B) Employees entitled to receive Workers' Compensation benefits may elect to use sick leave in lieu of the Workers' Compensation payment for the first fourteen (14) days of their entitlement. Lump sum payments or settlements received by the employee for injury or disability shall be retained by such employee.

- C) When the Department is reimbursed by the Workers' Compensation Insurance carrier for remunerating employees under the sick leave policy of the County, the employee will receive credit for the loss in sick leave at a 2/3 reimbursement rate or in an amount as determined by the Workers Compensation Board.
- D) Should an employee be receiving Workers' Compensation for more than one (1) calendar month, then said employee will be contacted by the Personnel Office to arrange for installment payments for health insurance premiums or other employee paid benefit coverage, which may be required to maintain coverage.

## Section 2. New York State Disability Insurance

- A) The County and the Association agree to provide a NYS Disability Insurance Plan based on the following:
  - 1) Participation is mandatory for all County Employees.
  - 2) Employees will be charged .60 cents per week, (\$1.20 biweekly payroll deduction) as their share of the premium cost.
  - 3) The County will pay the additional cost of the premium.
- B) Disability Insurance provides for Short Term Disability payments for sickness or off the job injury and is based on the following:
  - 1) 50% of weekly salary, rounded to the nearest \$1, for a maximum benefit of \$170.00 per week. Minimum benefit is \$20.00 or average weekly earnings, if less than \$170.00.
  - 2) Benefits begin on the 8<sup>th</sup> day of injury and the 8<sup>th</sup> day of sickness.
  - 3) Benefit period for both injury and sickness is limited to 26 weeks for any one period of disability during a period of 52 consecutive weeks.
- C) If the employee chooses to use accumulated sick, personal or vacation time during the term of the disability claim then payment of the benefit will go directly to the county who upon the completion of the claim, will credit the employee's personal or vacation time in an amount equal to the percentage received in benefit payment, i.e. 10 days of personal or vacation time paid at 50% rate of salary will result in a 5 day return of personal or vacation time to the employee. New York State Disability Benefits Law does not permit the reimbursement of sick time.
- D) If an employee is out of sick time the employee will be allowed to remain on county payroll during the term of the approved disability claim for the purpose of maintaining benefit levels, however only the disability benefit payment will be paid to the employee during this period.
- E) The specific plan requirements as regulated by New York State Disability Benefits Law is available in the Essex County Personnel Office.

### Section 3. Transitional Duty Program

- A) In the effort to create an environment that will facilitate employee recovery from injury or illness, and to improve operational efficiency of Essex County, a program of Transitional Duty has been established for Essex County Employees.
- B) On a case-by-case basis, this program covers all Essex County personnel who sustain a work-related disabling injury. Essex County will make temporary and reasonable accommodations which will enable the employee to gradually return to his/her position at full duty. Transitional Duty will never be offered as a permanent alternative.
- C) This program may also apply voluntarily, on a case-by-case basis, to employees who have sustained disabling injury or illness from a non-work-related activity, if and when Transitional Duty tasks become available. Work-related injuries will receive priority if transitional duty work is limited. A complete copy of the Essex County Transitional Duty Program is available in the Essex County Personnel Office.

### Section 4. General Municipal Law Section 207-c

- A) The application and benefit award process for General Municipal Law §207-c benefits is set forth in Appendix E.
- B) Shift compensation shall not be paid to Employees receiving Workers' Compensation or §207-c compensation.

## ARTICLE 14. POSITION ASSIGNMENTS / CHANGES

### Section 1. New Appointees

- A) A new employee appointed to a position shall be paid the minimum rate of pay for the grade unless the Sheriff or his/her designee demonstrates to the Board of Supervisors that it is impracticable to recruit for a position at the minimum rate of pay. The Board may then authorize recruitment and payment above the minimum of the wage scale for such position.
- B) When a permanent appointment is made at an increased minimum, all incumbents of such position receiving less than such recruitment rate shall have their wage rates brought up to such rate of pay, provided that present incumbents do not have prior step and grade adjustments.

### Section 2. Promotions

- A) A promotion is a recognition that the employee has been successful in their current level of job responsibilities and deserves to advance to a higher position title with more responsibility in order to earn a higher rate of pay.
- B) When an employee is promoted to a position title in a higher grade, said employee's rate of pay shall be increased to the starting rate of the higher grade.

- C) If the approved starting rate of the higher grade is less than 4 % more than the employee's current rate of pay, then the increase in pay will be in an amount equal to 4 % above their current rate.
- D) If the approved starting rate of the higher grade is less than what the employee currently earns, then the affected employee shall be entitled to an amount equal to 4 % above their current rate.

### Section 3. Reassignments

- A) Reassignment is the movement of an employee from one position to another position within a department or division under the same appointing authority and requires that the employee meets the qualifications and civil service requirements to hold such reassigned position.
- B) There shall be no immediate change in the hourly rate of an employee assigned to a new position unless his hourly rate is below the approved starting hourly rate of the new position.
- C) If the employee's hourly rate is below the approved starting hourly rate, then that employee's hourly rate will be raised to the approved starting hourly rate for the position.

### Section 4. Demotion / Grade Change

- A) When a permanent employee holding a provisional promotion, or a promotional probationary employee reverts to a lower graded position due to the inability of that employee to satisfy Civil Service testing or probationary requirements of their new position, then said employee's salary shall revert to the level it was paid at prior to their promotion to the higher grade. If necessary, an upward adjustment to their prior salary level will be made based on any percentage or contractual rate increases they would have received had they remained in the lower position.
- B) If a permanent employee accepts demotion to a lower graded position due to a disciplinary settlement, then such employee shall be paid at the approved starting rate of the lower graded position.
- C) If a grade change is made to a position title due to a wage rate survey or a Board of Supervisors approved salary grade adjustment, which results in a downward adjustment in the starting hourly rates of the position, then the employees in the position title at the date of enactment will be permitted to retain their current rate of pay.
- D) If a grade change is made to a position title due to a wage rate survey or a Board of Supervisors approved salary grade adjustment, which results in an upward adjustment in the starting hourly rates of the position, then those employees whose current hourly rate at the date of enactment is lower than the new hourly rate will have their hourly rates adjusted upward to the new starting hourly rate.
- E) If a grade change is made to a position title due to a wage rate survey or a Board of Supervisors approved salary grade adjustment, which results in an upward adjustment in the starting hourly rates of the position, then those employees whose current hourly rate at the date of enactment is higher than the new hourly rate then there will be no change to the hourly rate of those employees.



However, these employees will be entitled to any contractual agreed to increase as they are applied to all employees.

- F) If an employee voluntarily requests a demotion to a lower graded position and the request is approved by the Appointing Authority and the Personnel Officer, then said employee shall be paid at the approved starting rate of the lower graded position.
- G) If the voluntary demotion is two (2) grades or less in reduction, then the employee's hourly rate shall revert to the level paid prior to their promotion to the higher grade. If necessary, an upward adjustment to their prior salary level will be made based on any percentage or contractual rate increases they would have received had they remained in the lower position.

## Section 5. Transfers

- A) Transfers are the movement of an employee from one department under one appointing authority to another department under a different appointing authority.
- B) A transfer must be approved by both Sheriff or his/her designees and the Personnel Officer.
- C) An employee who transfers in the same position title from one department to another department shall be allowed to carry their current rate of pay even if their current rate of pay is above the starting rate for the new position of the same title.
- D) MSD - 450 Employee Transfer Request Form will be used for the purposes of allowing a transfer to take place. MSD-450 requires the signatures of the Personnel Officer, the Appointing Authority from the position the employee is leaving, the Appointing Authority from the position the employee is entering, and the transferring employee.
- E) If a current employee applies for and is offered appointment to a new position in a different title, then that appointment shall be considered a new appointment and the terms of the new appointment section shall apply - the employee shall be paid the starting hourly rate for the new position's approved grade level.
- F) Employees who transfer shall serve a twelve (12) week probationary period and will return to his/her former department if the transferee's work is not satisfactory during such probationary period.

## Section 6. Desk Audits

- A) Desk Audits are the process by which the Essex County Personnel Officer determines if an employee is being asked to perform duties which are appropriate for the Title and Classification of the position being held by that individual. Section 61 subsection 2., of the New York State Civil Service Law provides, in part, "that no person shall be appointed, promoted or employed under any title not appropriate to the duties to be performed".
- B) Desk Audits may result in one of three possible actions as follows:



- 1) The work may be found to be appropriate for the position and no action needs to be taken.
  - 2) The work may be out of title and the employee may need to be moved to a different title, which in the competitive class may mean additional testing requirements. The movement of the employee may be in a higher, lower or equal grade level.
  - 3) The Appointing Authority may choose to adjust the work assignments to properly reflect the title which the employee holds.
- C) If an employee feels a Desk Audit is appropriate the process to request the same is as follows:
- 1) Request in writing directly to the Appointing Authority for a Desk Audit, with a copy of such letter to be sent directly to the Personnel Officer.
  - 2) Request in writing directly to the Personnel Officer for a Desk Audit, in this case the Personnel Officer will notify the Appointing Authority of such request.
- D) A Desk Audit may also occur by request of the Appointing Authority directly to the Personnel Officer.
- E) Desk Audits shall be undertaken and completed within six (6) months of when the request is received in writing by the Personnel Officer.

## Section 7. Part-Time Employment

- A) All rates prescribed in the current rates of pay are the standard rates of pay authorized for full-time (full workweek) employment. When employment is on a less than full workweek basis, only the proportionate amount of time employed shall be paid, and at the minimum rate for the grade in which employed.
- B) The parties hereby agree to the creation of part-time Deputy positions to supplement the School Resource Officer (SRO) program. Such positions would be without benefits, specifically targeting qualified former law enforcement officers who are retired members of the New York State Retirement Systems. Such employees are limited to earnings below the limit established by the New York State retirement system. The proposed part-time Deputy positions would be paid at the hourly rate of \$24.00 for the term of the contract subject to the annual earnings limit as established by the New York State Retirement system.

## ARTICLE 15. ABSENCE FOR EXTRAORDINARY CIRCUMSTANCE

### Section 1. Emergency Closing

- A) In the event of an extraordinary circumstance, necessitating an emergency lock down or other such temporary closing or limited access either to or from the Jail facility, the Chairman of the Board or the Vice Chairman of the Board may at their discretion direct an employee, or group of employees either not to report to work, not to leave work or in some circumstances to leave work. The employee(s) so directed not to report, or to leave shall be deemed to be absent with pay and shall not be charged for any time and leave credits due to such excused absence.

- B) Any employee who is required to remain at work after the Chairman of the Board or the Vice Chairman of the Board has dictated that extraordinary circumstances exist, shall receive equivalent compensatory time off at straight time, hour for hour, as the employees who were sent home or directed not to work.
- C) No employee who was previously scheduled off for vacation or reported sick, personal, etc. will be entitled to the additional time off provided for by this Section.
- D) Any such release of employees directly or indirectly affected does not create any right to equivalent time off by any other employee or group of employees, not so released.
- E) The existence of such extraordinary conditions during the employee's next regular workday, by itself, shall not automatically relieve the employee from work. It shall be the obligation of the employee to communicate with the Sheriff or his/her designee to ascertain whether or not the employee must report to work. Such communication by the employee shall be prior to the employee's normal starting time.
- F) The Chairman of the Board or the Vice Chairman of the Board's discretion shall not be reviewable.

## ARTICLE 16. POSITION CLASSIFICATIONS / CHANGES

### Section 1. Vacancies

- A) As job vacancies or openings occur, the County will post notice for ten (10) consecutive days in all departments and simultaneously provide the Unit President with one (1) copy of said notice on plain white paper. Such notice shall include the title, department, hours of work, work location, general job description and salary rate. Such requirement for posting shall not apply to competitive class positions being filled from an eligible list, however provisional appointments within the competitive class shall be included within this positing requirement.
- B) Qualified County employees may submit an application for such vacancy or opening.

### Section 2. Layoff and Recall

#### A) Competitive Class Employees

- 1) Layoff and Recall of employees within the competitive class is governed by the “Essex County Rules for the Classified Civil Service - Rule 24 - Layoff of Competitive Class Employees”, a copy of which is available in the Essex County Personnel Office.

#### B) Non-Competitive Employees

- 1) All permanent non-competitive classified employees, shall be eligible for layoff and recall in accordance with the following:
  - a) Layoff shall be by department and title classification only. The least senior employee shall be laid off within each title in the affected department when a reduction in force is necessary. When laid off in their current title, an employee shall be allowed to use their

departmental seniority to bump an employee in the next lower title or same grade within the affected department. If an employee refused to displace the junior incumbent, said employee will be laid off. If an employee is unable to bump vertically within his title in the department, the employee may be allowed to bump into a lower title in the department, providing the Sheriff or his/her designee deems said employee qualified. Said employee must have more department seniority than the employee being bumped. The decision of the Sheriff or his/her designee shall be final. Recalls from layoff shall be made in the reverse order of layoff.

- b) All part-time employees shall be laid off prior to full-time employees. The above procedure shall be used in the event of layoff of part-time employees.
- c) In the event employees have the same hire date and seniority with Essex County, then the tie breaking procedure will be by use of the last four (4) digits of their respective social security numbers. Employees with the highest numerical value of the four digits will be laid off first, each additional layoff for tied employees will be in descending order of the last four digits.
- d) A laid off employee who refused to return to a position offered within fourteen (14) calendar days of notification, forfeits all rights to the position and employment. It shall be the responsibility of the employee on layoff to provide the Personnel Office with a current mailing address. The County shall notify the employee by certified mail at the aforementioned address when a recall is to take place.
- e) Laid off employees shall maintain recall rights to the position and department for a period of three (3) years after the date of layoff.

### Section 3. Probationary / Permanent Employees

- A) The probationary term for Deputy Sheriff's and Correction Officer positions shall be not less than twelve nor more than fifty-two weeks.
- B) Every permanent appointment from a promotion eligible list shall be for a probationary period of twelve weeks. Upon written notice of the appointing authority the probationary period upon promotion may be waived and the appointee given a permanent appointment.
- C) An appointment shall become permanent upon the retention of the probationer after his/her completion of the maximum period of probation or upon earlier written notice following completion of the minimum period of probation that his/her probationary term is successfully completed. A copy of such notice shall be sent to the Personnel Officer.
- D) If the conduct or performance of a probationer is not satisfactory, his/her employment may be terminated at any time after the completion of the minimum period of probation, and or before completion of the maximum period of probation in the manner as prescribed in "Essex County Rules for the Classified Civil Service - Rule 13 - Probationary Term." A copy of which is available in the Essex County Personnel Office.

#### Section 4. Seniority

- A) An employee who resigns from the County and is rehired within one (1) year from the date of resignation shall have his/her prior seniority reinstated in terms of benefit levels.
- B) An employee who is absent and off payroll continuously for more than one (1) year, the latest return to work date shall be the date utilized to determine all benefits under this agreement, including longevity payments, unless otherwise defined within the contract.
- C) Should a Management/Confidential position be changed to a bargaining unit position, the incumbent holding such position shall retain his/her seniority with no break in service.

### ARTICLE 17. CSEA / Management Relations

#### Section 1. County / CSEA Relations

- A) Communications pertaining to labor relations matters should only be through designated representatives of the respective parties (the County and the CSEA). The parties agree that they will not bypass or otherwise attempt to deal directly with individuals or groups of individuals who have not been officially designated to represent either party in an official capacity.

### ARTICLE 18. GRIEVANCE PROCEDURE

#### Section 1. Purpose

The County and the CSEA recognize that in the interest of harmonious relations, a procedure is necessary whereby employees can be assured of prompt impartial and fair processing of their grievances. The procedure shall be available to bargaining unit employees so entitled and identified under this article and no reprisals shall be taken against an employee initiating or participating in the grievance procedure. The grievance procedure shall be the exclusive method of resolving both contractual and disciplinary grievances for such employees so entitled and identified under this article.

- A) The parties agreed for the purposes of clarity these Grievance Procedures shall be distinctly identified by separate Sections of this Article based upon the following:
  - 1) A “Contract Grievance” (Section 4.) which is an alleged violation, misinterpretation or misapplication of a specific article(s) or section(s) of this Agreement as adopted by the parties, open to all members of the bargaining unit.
  - 2) A “Disciplinary Grievance” (Section 5.) which involves a suspension without pay, a reduction in pay, a demotion of position or a termination from employment, open to bargaining unit employees so entitled and identified under this article who are not covered under Section 75 or 76 of the New York State Civil Service Law or any other Articles of the New York State Civil Service Law as they relate to employee discipline.

## Section 2. Definitions

- A) "Employee" shall mean a member of the bargaining unit covered by this Agreement.
- B) "Contract Grievance" shall mean an alleged violation, misinterpretation or misapplication of a specific article(s) or section(s) of this Agreement as adopted by the parties.
- C) "Disciplinary Grievance" is an objection to an appointing authority's /Sheriff or his/her designee suspension without pay, reduction in pay, demotion of position or termination from employment or any other form of discipline not addressed by New York State Civil Service Law Sections 75 and 76 or other New York State Laws regarding employee discipline.
- D) "Day(s)" Day, as used in this Article, means calendar day. The days and times shall be computed by excluding the first and including the last day, except when the last day falls on Saturday, Sunday or legal holiday, the act may be initiated on the next succeeding day which is not a Saturday, Sunday or legal holiday.
- E) "Grievance Form" shall be a mutually agreed upon form for the filing of grievances.
- F) "Class Action Grievance" shall mean a grievance filed by CSEA which alleges a violation of this Agreement and affects multiple members. Such Class Action Grievance must be filed with the County Manager/Administrator or his/her designee within ten (10) calendar days of when the CSEA knew or should have known of the events and conditions on which it is based.

## Section 3. Declaration of Basic Principles

- A) The County and the Association agree that efforts should be made to resolve alleged grievances at the informal stage before resorting to the formal steps of the grievance procedure.
- B) An employee or the Association shall have the right to present grievances in accordance with procedures provided herein, free from coercion, restraint, discrimination, or reprisal and shall have the right to be represented only by the Association at all stages of the grievance procedure.
- C) Any and all-time limitations herein set forth may be extended only by written mutual consent of the County and the Association.
- D) Ordinarily, grievance discussions, meetings, conferences, and hearings will be conducted during the normal workday.
- E) The move to arbitrate on behalf of the employee shall require approval of the Association.
- F) Failure on the part of CSEA to pursue a grievance in a timely fashion shall constitute a waiver of said grievance. Failure on the part of the County to answer a grievance in a timely fashion shall allow the CSEA to move to the next step of the procedure.
- G) Sheriff or his/her designee or County Manager as used in the Grievance Procedure shall include the Sheriff or his/her designee's or County Manager's or his/her designee.

#### Section 4. Contract Grievance

##### A) Step 1 - Sheriff or his/her designee

- 1) A member having a contract grievance shall present it to the Sheriff or his/her designee within ten (10) calendar days of the date on which the grievant knew or reasonably should have had knowledge of the event giving rise to the grievance.
- 2) The contract grievance at this step shall be submitted to the Sheriff or his/her designee in writing using a form mutually agreed upon by the parties.
- 3) Contract grievances submitted beyond the ten (10) calendar daytime limit will not be honored.
- 4) The contract grievance forms as mutually agreed upon, shall specify the article(s) and/or section(s) or combination thereof of the Agreement which he/she alleges has been violated, and specify the remedy sought. The Sheriff or his/her designee shall indicate the date and time of his/her receipt of the form.
- 5) Within ten (10) calendar days of the Sheriff or his/her designee or his/her designee receipt of the written contract grievance, he/she shall schedule a meeting with the grievant and the appropriate management personnel, as needed, to discuss the contract grievance.
- 6) A CSEA representative shall attend this meeting. He/she may represent the grievant unless requested not to do so by such grievant.
- 7) The Sheriff or his/her designee shall render a decision in writing and return a copy to the grievant and the CSEA Representative within ten (10) calendar days after the meeting with the grievant.

##### B) Step 2 - County Manager or His /Her Designee

- 1) If the Association is not satisfied with the decision made in Step 1, subsection 7., it may, within ten (10) calendar days thereafter, request a review and determination of the grievance by the County Manager or his /her designee.
- 2) Such request shall be in writing and shall include all documents and statements presented at Step 1, including the decision of the Sheriff or his/her designee, if applicable.
- 3) The County Manager or his/her designee shall, at the request of the Association, hold a meeting within ten (10) calendar days after receiving the request. The aggrieved party and representative, if any, may appear at the meeting to present oral and/or written statements or arguments.
- 4) Within ten (10) calendar days after the close of the meeting, or lacking such meeting request, the County Manager / Administrator or his/her designee shall issue a written decision and communicate same in writing to the Association.

##### C) Step 3 - Contract Grievance Arbitration

- 1) If the Association is not satisfied with the decision at Step 2, subsection 4., then it may appeal to PERB for arbitration within ten (10) calendar days from the receipt of the decision and thereafter the parties shall be bound by PERB's procedures for arbitration.
- 2) The fees and expenses of the arbitrator shall be borne equally by the parties.
- 3) The arbitrator's decision will be in writing and will set forth his findings, reasoning and conclusions on the issues submitted and be binding on both parties on matters pertaining to the interpretation of the Contract Articles contained in this Agreement.
- 4) The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- 5) The arbitrator shall have no power to alter, add or to detract from the provisions of this Agreement.

#### Section 5. Disciplinary Arbitration

- A) The parties may by mutual agreement, schedule a meeting to be held between the County Manager or his/her designee and the Association Representative assigned to handle the arbitration in an effort to resolve the Disciplinary Grievance prior to the issuance of the County Manager or his/her designee's decision.
- B) If such meeting is scheduled, the time frame for a decision of the County Manager or his/her designee shall be within ten (10) calendar days from the date of such meeting, thereby altering the time frame as identified in Sub Section C., above.
- C) If the Association is not satisfied with the decision of the County Manager or his/her designee as it relates to this Disciplinary Grievance it may appeal to PERB for arbitration within ten (10) calendar days from the receipt of the Step 2., subsection 4., decision and thereafter the parties shall be bound by PERB's procedures for arbitration.
- D) The decision of the arbitrator shall be final and binding on the parties.
- E) The cost for the arbitrator shall be shared equally by the parties.
- F) The election to submit a disciplinary grievance to arbitration shall be deemed a waiver of all other remedies or forums which otherwise might be available in resolving disputes under this Agreement.

#### Section 6. Miscellaneous Items applicable to Contract & Disciplinary Grievances

- A) The grievant or his/her Association Representative and the County, may mutually agree, at any step, to a time extension, but such agreements must be in writing and signed by both parties. Any step in the grievance procedures may be skipped by mutual consent, written, and signed by both parties.



- B) In the absence of such mutual extensions, should the grievant or his/her Association Representative fail to comply with the time limits specified herein, the grievance will be considered to have been resolved in favor of the position of the County and that decision will be final.
- C) Grievances must be processed by the County whether or not the grievant or his /her Association representatives attend the meetings provided for in this Article in accordance with the time limits set out herein. The grievance will, at any step where response by the County is not forthcoming within the specified time limits, automatically be considered submitted to the next successive step in the grievance procedure.
- D) The parties agree, however, that absent extenuating circumstances an Association representative and the Grievant must be present at PERB arbitration hearing to have the arbitrator consider a grievance on its merits.
- E) By mutual consent, the parties may waive a hearing and submit the issue on written materials only.
- F) By mutual consent the parties may alter any of the procedures set forth in this Article.
- G) At any step in the grievance procedures for Contract and Disciplinary issues, the Association shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process further a grievance, if, in the judgment of the Association, such grievance lacks merit or justification under the terms of this Agreement or has been adjusted or rectified under the terms of this Agreement to the satisfaction of the Association.
- H) Any employee who elects to pursue any claim through a lawsuit or other such administrative procedure shall thereafter be precluded from processing the same or similar claim as a grievance hereunder, except as may be provided by state or federal law.
- I) The arbitrator's decision will be in writing and will set forth his findings, reasoning and conclusions on the issues submitted and be binding on both parties on matters pertaining to the interpretation of the Contract Articles or objection/challenge to disciplinary action.
- J) Disciplinary Arbitration shall only be available to those employees who are not entitled to due process under Section 75 and 76 of the New York State Civil Service Law or any other statutory disciplinary procedures contained in New York State Civil Service Law.
- K) An employee who is not entitled to the statutory disciplinary procedures contained in New York State Civil Service Law Section 75 as noted as Section A., above and who wishes to proceed with a disciplinary objection or challenge which involves a suspension without pay, a reduction in pay, a demotion of position or a termination from employment shall file such disciplinary grievance directly to the County Manager or his/her designee within ten (10) calendar days of notification of such disciplinary action. The notice shall contain the statement of charges and penalties, upon which the employee is basing such objection/challenge.
- L) No hearing shall be required. The County Manager or his/her designee shall review the documents submitted, issue a decision in writing, and return copies to the grievant, and the Association within



ten (10) calendar days of receipt of the disciplinary grievance. No rationale or discussion of the merits of the grievance shall be required with the decision, although the same may be provided.

## ARTICLE 19. MANAGEMENT RIGHTS

### Section 1. Management Rights Clause

- A) It is agreed that the County retains and reserves unto itself and its duly elected officials, except as expressly limited by this Agreement or by the Civil Service Law, other applicable state or federal statutes or applicable rules or regulations of administrative agencies with jurisdiction, all of the authority, powers, rights and responsibilities conferred upon and vested in it and its officials by law, ordinance or applicable administrative rule or regulation and to take whatever actions it deems necessary to carry out its responsibilities including, but not limited to, the right to determine the mission, purposes, objectives and policies of the County, to determine the facilities, methods, means and number of personnel required for conduct of County programs; to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to this Agreement and law; to direct, deploy and utilize the work force; to establish the specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

## ARTICLE 20. PERSONNEL FILE

### Section 1. Derogatory Materials

- A) Before any material of a derogatory nature is placed in an employee's personnel file, the affected employee shall first have the opportunity to review it. Once the employee has been given the opportunity to review the material, he/she shall sign a statement indicating only that he/she has been given that opportunity, not necessarily agreeing to the contents thereof. A copy of the same shall be provided to the employee.
- B) The employee may submit a statement regarding said derogatory material and that statement shall be affixed to the material referenced above.
- C) If a Counseling Memorandum is placed in an employee's file, said Memorandum shall be removed after eighteen (18) months provided the problem identified in the Memorandum has been corrected, and provided no counseling memorandum involving similar conduct have subsequently been placed in the file.
- D) If any derogatory material originates from a source other than the affected employee's Sheriff or his/her designee, the Sheriff or his/her designee will investigate to determine that the derogatory material is valid, it shall be placed in the employee's personnel file along with a Counseling Memorandum.

- E) If no Warning Notice is placed in the employee's file, after eighteen (18) months, the derogatory material, along with the Counseling Memorandum, must be removed upon request of the employee, and provided no counseling memorandum involving similar conduct have subsequently been placed in the file.
- F) Such Counseling Memorandum as identified in (E.) above may be removed earlier than 18 months upon the request of the employee and with the approval of the Sheriff or his/her designee.
- G) The employee may request Union representation at the time a Counseling Memorandum is being provided to the employee if such employee desires. The Sheriff or his/her designee shall provide a reasonable amount of time for the Union to provide such representation.

## ARTICLE 21. MISCELLANEOUS PROVISIONS

### Section 1. Agreement Provision

#### A) Agreement Provision

- 1) This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

### Section 2. Supersede Provision

#### A) Supersede Provision

- 1) This Agreement shall supersede any rules, regulations or practices of the County which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be considered part of the established policies of the County.

### Section 3. Terms and Conditions Provision

#### A) Terms and Conditions Provision

- 1) Any individual arrangements, agreement or contract between the County and the individual employee, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement.

### Section 4. Contrary to Law Provision

#### A) Contrary to Law Provision

- 1) If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## Section 5. Legislative Action Provision

### A) Legislative Action Provision

- 1) IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.

## Section 6. Civil Service Examination Provision

### A) Civil Service Examination Provision

- 1) Notices of Civil Service Examination for County employment shall be posted in all County Installations.

## Section 7. Out of Title / Temporary Position Provision

### A) Out of Title / Temporary Position Provision

- 1) No employee shall be required to work in a title out of their present classification for more than seven (7) cumulative days per year except during the continuation of a temporary emergency situation.
- 2) If an employee is required to work in such higher title in excess of the seven (7) cumulative day period, the employee will be paid the higher rate for all work performed subsequent to completion of the seven (7) day period.
- 3) If an employee is promoted to a higher position either on a temporary or permanent basis the employee will receive the higher rate commencing on the first day of such promotion.

## Section 8. Meal Allowance Provision

### A) Meal Allowance Provision

- 1) Employees shall not be entitled to meal allowances except in those situations where the employees' job requires them to be out of the County during a normal meal period and in those instances the employee should receive prior authorization from the Sheriff or his/her designee before the meal expense is incurred.

## Section 9. Mileage Reimbursement Provision

### A) Mileage Reimbursement Provision

- 1) The rate of reimbursement for those employees required to drive privately owned cars pursuant to County business shall be the maximum rate allowed by the Internal Revenue Service, for actual and necessary mileage.

## Section 10. Use of Leave Time

### A) Use of Leave Time

- 1) Employees, with prior approval of their Sheriff or his/her designees, shall be permitted to use leave time in increments of no less than fifteen (15) minutes.

## Section 11. Training Reimbursements

- A) The Sheriff or his/her designee shall have full authorization and discretion to authorize attendance at in-service training sessions, conventions, meetings, educational courses, and similar programs. No additional compensation shall be given for these activities, except such programs as defined in Section 12., below of this Article.

## Section 12. Stipend Payments – Community Service Commitment

- A) Effective January 1, 2018, the Parties agreed to provide yearly (January – December) stipend payments for those bargaining unit employees covered by this agreement, who maintain certain training certifications and who agree to use such training for the benefit of the County and the communities in which they live and work. Such stipends shall be as identified below and the yearly requirements for community related service (if any) shall be as listed. Payment of such stipends shall be dependent upon the employee verifying to the satisfaction of the County that such minimum community services requirements have been complied with based upon the following:

<b>Training</b>	<b>Yearly Stipend</b>
<b>Crisis Intervention Training (CIT)</b>	\$250.00
<i>Requirements</i>	Submit copy of initial certification and renewal certifications as required.
<b>Drug Recognition Expert (DRE)</b>	\$500.00
<i>Requirements</i>	Submit copy of initial certification and renewal certifications as required.
<b>Basic Emergency Medical Technician (EMT)</b>	\$1250.00
<i>Requirements</i>	Submit copy of EMT certification and renewal certifications required for basic EMT.

<b>Basic Emergency Medical Technician (EMT) Community Responder</b>	\$2000.00
<i>Requirements</i>	<p>The Yearly Stipend Payment of \$2000.00 is inclusive of the amount listed under the Basic EMT and requires the following additional requirement:</p> <ul style="list-style-type: none"> <li>➤ <i>Employee must submit a copy of their initial EMT certification, and all renewal certification(s) required for a Basic EMT;</i></li> <li>➤ <i>Employee must verify to the County's satisfaction prior to payment of the Stipend that he/she has responded to a minimum of Two (2) EMT calls per month or a minimum of Twenty-Four (24) calls per year. Such calls can be thru any local volunteer rescue squad, or as a documented EMT response while on duty as an employee of the County.</i></li> </ul>
<b>Emergency Medical Technician (EMT) Any level above the Basic EMT</b>	\$2750.00
<i>Requirements</i>	<p>The Yearly Stipend Payment of \$2750.00 is inclusive of the amount listed under (any level above) Basic EMT and requires the following additional requirement:</p> <ul style="list-style-type: none"> <li>➤ <i>Employee must submit a copy of their initial EMT certification above Basic EMT level and all renewal certification(s) required for the EMT above basic;</i></li> <li>➤ <i>Employee must verify to the County's satisfaction prior to payment of the Stipend that he/she has responded to a minimum of Two (2) EMT calls per month or a minimum of Twenty-Four (24) calls per year. Such calls can be thru any local volunteer rescue squad, or as a documented EMT response while on duty as an employee of the County.</i></li> </ul>

- B) The County agrees to provide paid time at the employee's regular rate of pay for such initial and renewal training requirements. The scheduling of such training shall be subject to approval of the Sheriff or his designee.
- C) Employees responding to EMT calls in the line of duty shall have such responses credited. Employees who respond to EMT calls when not scheduled for duty shall have such responses

credited. Scheduled employees will not be provided release time to respond to EMT calls which are not part of their normal duties absent extraordinary circumstances approved by the Sheriff or his designee.

- D) The County agrees that employees participating in the EMT program will be provided a stocked EMT response bag. EMT program employees shall be permitted to take the same home for the purposes of responding to local emergency calls to meet the call requirement for minimum number of calls during the course of the year. Additionally, such employee shall be required to transport the assigned EMT bag to and from home so that such bag shall be available for his/her use as an employee of the County at all times.
- E) Replenishment of such EMT response bag as needed shall be a function of the Sheriff's Office; and when appropriate, that of the local rescue squad which may have benefitted from the EMT response call.
- F) Payment of such yearly stipend shall be in the first non-payroll date in December of each calendar year, provided the employee has submitted any necessary documentation of his/her response call service requirements by December 1st. There shall be no prorated payment of the yearly stipend excepting those employees who retire in the course of the year who will be paid any prorated amount due in their final pay. The County's EMS Director will review and approve such response documentation as it relates to EMT call requirements contained herein.

### Section 13. Employee Assistance Program (EAP) Provision

- A) Employees are the most valuable asset of any organization. When employees are unable to function successfully in the workplace because of problems at work or home, the cost to business, industry, and government in lost time, decreased productivity, medical expenses, low morale, and on-the-job accidents is estimated to be billions of dollars annually. Employee assistance programs (EAPs) are designed to help employees address and alleviate problems that affect their job performance, so they can return to productive employment.
- B) The Essex County Employee Assistance Program (EC EAP) is a benefit designed to help county employees identify and resolve personal and work-related problems, so they can balance the demands of work, home, and life. EC EAP services are confidential, voluntary, and offered at no cost to Essex County employees and their families. EAP helps employees by providing information, assessment and referral services, and support for a broad range of issues including anxiety and depression, relationship conflicts, workplace issues, gambling, substance abuse, grief, health and wellness, finances, elder care, parenting, domestic violence, legal, childcare and stress.
- C) EC EAP is a peer assistance model. Services are provided by county employees who serve as EAP coordinators. The coordinators understand the unique culture of their agencies and are approachable and knowledgeable resources for other agency employees.
- D) The county has an EAP committee with representatives appointed by labor and management. The EAP committee is an integral component of the peer model. Committee members are responsible for promoting their agency's EAP and selecting the coordinator from among their peers in the

county. EAP coordinators are selected because they are compassionate, trustworthy, and committed to helping others.

- E) CSEA representatives may recommend or suggest EAP to an employee, but it remains the employee's decision whether or not to contact EAP. CSEA representatives are encouraged to contact the EAP Coordinator to discuss possible referrals to EAP.
- F) Information related to participation within the program can be obtained from the Personnel Office or can be located on the County's Web site at:  
<http://www.co.essex.ny.us/downloads/Employee%20Assistance%20Manual.pdf>

#### Section 14. Shift Change / Additional Benefit Use of Time Eligibility

A) Correction Staff with more than one year of service and less than seven (7) days of sick time on their current month's timesheet will be **ineligible** for the following:

- 1) Use of Comp or Holiday Comp time for leave time purposes.
- 2) Shift trade (Whole or Part)

B) The employee's eligibility as it relates to subsections 1) & 2) above will be restored at such time when the employee has accumulated the required seven days of sick time on their current monthly timesheet.

#### Section 15. Drug and Alcohol Testing Policy and Procedures Essex County Sheriff Employees' Bargaining Unit.

A) Bargaining Unit employees of the Sheriff's Unit #6800-01, Local 816 are subject to Drug and Alcohol Testing as defined in the Essex County Policy Manual as adopted by the Board of Supervisors in Resolution #19 of 2005 and identified within the Policy Manual as Sections 12.01 thru 12.09.

B) The parties agree that such employees as defined in A) above, shall be subject to all provisions of the Drug testing policy including **random drug and alcohol testing** as specifically identified within the Essex County Policy Manual within Section 12.06 Drug Policy – Screening and Testing Procedures.

### ARTICLE 22. NON-DISCRIMINATION

A) The County and the CSEA shall carry out their obligations under this agreement in a manner which will be fair and impartial to all Employees and shall not discriminate against any Employee by reason of age, sex, nationality, race or creed.

### ARTICLE 23. SAVINGS CLAUSE

A) If any part hereof or any provisions herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized governmental agency, such invalidation of such part or portions of this agreement shall not invalidate the remaining portions thereof, it being understood that the remaining parts or portions shall remain in full force and effect.

## ARTICLE 24. SCOPE

- A) The parties acknowledge that during the negotiations which preceded this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its appendices attached hereto, concludes all collective bargaining between the parties hereto, and supersedes all prior agreements and undertakings, oral and written, express or implied, or practices between the County and CSEA or the employees it represents, and expresses all obligations and restrictions imposed on each of the respective parties during its terms. The parties agree that any provisions of this Agreement may only be amended, modified or supplemented at any time by mutual written agreement of the parties. This provision shall not apply to any benefits which are, or may be, mandated by State or Federal Law.



## ARTICLE 25. TERM OF AGREEMENT

- A) This contract shall be effective as of the date of the successful ratification of this proposed agreement by both parties. The ratification of this agreement shall supersede the previously agreed Sheriff's Unit contract language as adopted by the parties for the calendar year 2022. If either party fails to achieve successful ratification, then all terms and conditions of the contract ratified in December of 2021 shall remain in place and effect until December 31, 2022.
- B) Based upon Section A) above, the term of this contract shall be the date of ratification by the parties in 2022 – and shall continue in full force and effect until midnight December 31, 2025.

FORCSEA:

**Signatures by the Authorized Parties:**

By: Kenneth C. Rider

 16 May 22

Unit President 6800-01

FOR THE COUNTY:

By: Shaun Gilliland

 N -

Chairman, Board of Supervisors

By: Terry Guynup

  
CSEA, Labor Relations Specialist

By: Daniel L. Palmer

  
County Manager 5-12-2022

## APPENDIX A. BARGAINING UNIT TITLES

A) Titles so identified are currently active within the unit at the time of the contract. The parties acknowledge additional titles within the Bargaining Unit may be created by action of the Board of Supervisors which would alter the list as documented below:

- 1) Deputy Sheriff
- 2) Deputy Sheriff Sergeant
- 3) Deputy Sheriff / Civil Officer
- 4) Deputy Sheriff Lieutenant
- 5) Deputy Sheriff / Part Time (No benefits)
- 6) Correction Officer
- 7) Correction Sergeant

## APPENDIX B. SALARY TABLES HIRED PRIOR TO 2009

### Deputy Sheriff (Hired Prior to 2009)

Experience Level:	Requirement:	2022 Hourly Rate 4.00%	2023 Hourly Rate 2.00%	2024 Hourly Rate 2.00%	2025 Hourly Rate 1.50%
<b>Level 1:</b>	New Hires up to successful completion of training school.	21.85	22.29	22.73	23.07
<b>Level 2:</b>	After Graduation from training school.	24.06	24.54	25.03	25.40
<b>Level 3:</b>	Four (4) Years' experience in position after graduation from training school.	25.27	25.77	26.28	26.67
<b>Level 4:</b>	Eight (8) Years' experience in position after graduation from training school.	26.53	27.06	27.60	28.01
<b>Level 5:</b>	Twelve (12) Years' experience in position after graduation from training school.	27.60	28.15	28.71	29.14
<b>Level 6:</b>	Sixteen (16) Years' experience in position after graduation from training school.	28.70	29.27	29.85	30.30
<b>Level 7:</b>	Twenty (20) Years' experience in position after graduation from training school.	29.88	30.45	31.06	31.52

## Deputy Sheriff Sergeant (Hired Prior to 2009)

Experience Level:	Requirement:	2022 Hourly Rate 4.00%	2023 Hourly Rate 2.00%	2024 Hourly Rate 2.00%	2025 Hourly Rate 1.50%
<b>Level 1:</b>	New Permanent Appointment to the Position after successful completion of Civil Service Testing Requirements.	27.84	28.40	28.97	29.40
<b>Level 2:</b>	Four (4) Years' experience in position after permanent appointment from list.	29.25	29.83	30.43	30.89
<b>Level 3:</b>	Eight (8) Years' experience in position after permanent appointment from list.	30.75	31.36	31.99	32.47
<b>Level 4:</b>	Twelve (12) Years' experience in position after permanent appointment from list.	31.64	32.27	32.91	33.40
<b>Level 5:</b>	Sixteen (16) Years' experience in position after permanent appointment from list.	32.59	33.24	33.90	34.41
<b>Level 6:</b>	Twenty (20) Years' experience in position after permanent appointment from list.	33.57	34.24	34.92	35.44

## Deputy Sheriff Lieutenant (Hired Prior to 2009)

Experience Level:	Requirement:	2022 Hourly Rate 4.00%	2023 Hourly Rate 2.00%	2024 Hourly Rate 2.00%	2025 Hourly Rate 1.50%
<b>Level 1:</b>	New Permanent Appointment to the Position after successful completion of Civil Service Testing Requirements.	32.29	32.93	33.59	34.09
<b>Level 2:</b>	Four (4) Years' experience in position after permanent appointment from list.	33.91	34.59	35.28	35.81
<b>Level 3:</b>	Eight (8) Years' experience in position after permanent appointment from list.	35.57	36.28	37.00	37.55
<b>Level 4:</b>	Twelve (12) Years' experience in position after permanent appointment from list.	36.65	37.38	38.13	38.70
<b>Level 5:</b>	Sixteen (16) Years' experience in position after permanent appointment from list.	37.63	38.38	39.15	39.74
<b>Level 6:</b>	Twenty (20) Years' experience in position after permanent appointment from list.	38.77	39.54	40.33	40.93

## Deputy Sheriff / Civil Officer (Hired Prior to 2009)

Experience Level:	Requirement:	2022 Hourly Rate 4.00%	2023 Hourly Rate 2.00%	2024 Hourly Rate 2.00%	2025 Hourly Rate 1.50%
<b>Level 1:</b>	New Permanent Appointment to the Position after successful completion of Civil Service Testing Requirements.	23.72	24.19	24.67	25.04
<b>Level 2:</b>	Four (4) Years' experience in position after permanent appointment from list.	26.13	26.65	27.18	27.59
<b>Level 3:</b>	Eight (8) Years' experience in position after permanent appointment from list.	28.72	29.29	29.87	30.32
<b>Level 4:</b>	Twelve (12) Years' experience in position after permanent appointment from list.	30.76	31.37	32.00	32.48
<b>Level 5:</b>	Sixteen (16) Years' experience in position after permanent appointment from list.	32.30	32.95	33.61	34.11
<b>Level 6:</b>	Twenty (20) Years' experience in position after permanent appointment from list.	33.91	34.59	35.28	35.81

## Correction Officer (Hired Prior to 2009)

Experience Level:	Requirement:	2022 Hourly Rate 4.00%	2023 Hourly Rate 4.00%	2024 Hourly Rate 4.00%	2025 Hourly Rate 4.00%
<b>Level 1:</b>	New Hires up to successful completion of training school.	19.94	20.74	21.57	22.43
<b>Level 2:</b>	After Graduation from training school.	20.92	21.76	22.63	23.53
<b>Level 3:</b>	Four (4) Years' experience in position after graduation from training school.	21.97	22.85	23.76	24.71
<b>Level 4:</b>	Eight (8) Years' experience in position after graduation from training school.	23.09	24.01	24.97	25.97
<b>Level 5:</b>	Twelve (12) Years' experience in position after graduation from training school.	24.26	25.23	26.23	27.28
<b>Level 6:</b>	Sixteen (16) Years' experience in position after graduation from training school.	25.47	26.49	27.55	28.65
<b>Level 7:</b>	Twenty (20) Years' experience in position after graduation from training school.	26.74	27.81	28.92	30.07

## Correction Sergeant Table (Hired Prior to 2009)

Experience Level:	Requirement:	2022 Hourly Rate 4.00%	2023 Hourly Rate 4.00%	2024 Hourly Rate 4.00%	2025 Hourly Rate 4.00%
<b>Level 1:</b>	New Permanent Appointment to the Position after successful completion of Civil Service Testing Requirements.	23.72	24.67	25.66	26.69
<b>Level 2:</b>	Four (4) Years' experience in position after permanent appointment from list.	26.18	27.23	28.32	29.45
<b>Level 3:</b>	Eight (8) Years' experience in position after permanent appointment from list.	27.47	28.57	29.71	30.90
<b>Level 4:</b>	Twelve (12) Years' experience in position after permanent appointment from list.	28.85	30.00	31.20	32.45
<b>Level 5:</b>	Sixteen (16) Years' experience in position after permanent appointment from list.	29.71	30.90	32.14	33.42
<b>Level 6:</b>	Twenty (20) Years' experience in position after permanent appointment from list.	30.61	31.83	33.10	34.42



## APPENDIX C. SALARY TABLES HIRED AFTER 2009

### Deputy Sheriff (Hired After 2009)

Experience Level:	Requirement:	2022 Hourly Rate 4.00%	2023 Hourly Rate 2.00%	2024 Hourly Rate 2.00%	2025 Hourly Rate 1.50%
<b>Level 1:</b>	New Hires up to successful completion of training school.	19.65	20.04	20.44	20.75
<b>Level 2:</b>	After Graduation from training school.	21.68	22.11	22.55	22.89
<b>Level 3:</b>	Four (4) Years' experience in position after graduation from training school.	22.74	23.19	23.65	24.00
<b>Level 4:</b>	Eight (8) Years' experience in position after graduation from training school.	23.90	24.38	24.87	25.24
<b>Level 5:</b>	Twelve (12) Years' experience in position after graduation from training school.	24.84	25.34	25.85	26.24
<b>Level 6:</b>	Sixteen (16) Years' experience in position after graduation from training school.	25.84	26.36	26.89	27.29
<b>Level 7:</b>	Twenty (20) Years' experience in position after graduation from training school.	26.88	27.42	27.97	28.39

## Deputy Sheriff Sergeant (Hired After 2009)

Experience Level:	Requirement:	2022 Hourly Rate 4.00%	2023 Hourly Rate 2.00%	2024 Hourly Rate 2.00%	2025 Hourly Rate 1.50%
<b>Level 1:</b>	New Permanent Appointment to the Position after successful completion of Civil Service Testing Requirements	25.06	25.56	26.07	26.46
<b>Level 2:</b>	Four (4) Years' experience in position after permanent appointment from list.	26.32	26.85	27.39	27.80
<b>Level 3:</b>	Eight (8) Years' experience in position after permanent appointment from list.	27.67	28.22	28.78	29.21
<b>Level 4:</b>	Twelve (12) Years' experience in position after permanent appointment from list.	28.51	29.08	29.66	30.10
<b>Level 5:</b>	Sixteen (16) Years' experience in position after permanent appointment from list.	29.36	29.95	30.55	31.01
<b>Level 6:</b>	Twenty (20) Years' experience in position after permanent appointment from list.	30.24	30.84	31.46	31.93

## Deputy Sheriff Lieutenant (Hired After 2009)

Experience Level:	Requirement:	2022 Hourly Rate 4.00%	2023 Hourly Rate 2.00%	2024 Hourly Rate 2.00%	2025 Hourly Rate 1.5%
<b>Level 1:</b>	New Permanent Appointment to the Position after successful completion of Civil Service Testing Requirements	29.04	29.62	30.21	30.66
<b>Level 2:</b>	Four (4) Years' experience in position after permanent appointment from list.	30.51	31.12	31.74	32.22
<b>Level 3:</b>	Eight (8) Years' experience in position after permanent appointment from list.	32.04	32.68	33.33	33.83
<b>Level 4:</b>	Twelve (12) Years' experience in position after permanent appointment from list.	33.01	33.67	34.34	34.85
<b>Level 5:</b>	Sixteen (16) Years' experience in position after permanent appointment from list.	34.00	34.68	35.37	35.90
<b>Level 6:</b>	Twenty (20) Years' experience in position after permanent appointment from list	35.02	35.72	36.43	36.98

## Deputy Sheriff / Civil Officer (Hired After 2009)

Experience Level:	Requirement:	2022 Hourly Rate 4.00%	2023 Hourly Rate 2.00%	2024 Hourly Rate 2.00%	2025 Hourly Rate 1.50%
<b>Level 1:</b>	New Permanent Appointment to the Position after successful completion of Civil Service Testing Requirements	21.36	21.79	22.22	22.55
<b>Level 2:</b>	Four (4) Years' experience in position after permanent appointment from list.	23.53	24.00	24.48	24.85
<b>Level 3:</b>	Eight (8) Years' experience in position after permanent appointment from list.	25.86	26.38	26.90	27.30
<b>Level 4:</b>	Twelve (12) Years' experience in position after permanent appointment from list.	27.69	28.24	28.80	29.23
<b>Level 5:</b>	Sixteen (16) Years' experience in position after permanent appointment from list.	29.07	29.65	30.24	30.69
<b>Level 6:</b>	Twenty (20) Years' experience in position after permanent appointment from list.	30.52	31.13	31.75	32.22

## Correction Officer (Hired After 2009)

Experience Level:	Requirement:	2022 Hourly Rate 4.00%	2023 Hourly Rate 4.00%	2024 Hourly Rate 4.00%	2025 Hourly Rate 4.00%
<b>Level 1:</b>	New Hires up to successful completion of training school.	17.93	18.65	19.40	20.18
<b>Level 2:</b>	After Graduation from training school.	18.82	19.57	20.35	21.16
<b>Level 3:</b>	Four (4) Years' experience in position after graduation from training school.	19.78	20.57	21.39	22.24
<b>Level 4:</b>	Eight (8) Years' experience in position after graduation from training school.	20.78	21.61	22.47	23.36
<b>Level 5:</b>	Twelve (12) Years' experience in position after graduation from training school.	21.77	22.64	23.54	24.48
<b>Level 6:</b>	Sixteen (16) Years' experience in position after graduation from training school.	22.91	23.83	24.78	25.77
<b>Level 7:</b>	Twenty (20) Years' experience in position after graduation from training school.	24.05	25.01	26.01	27.05

## Correction Sergeant (Hired After 2009)

Experience Level:	Requirement:	2022 Hourly Rate 4.00%	2023 Hourly Rate 4.00%	2024 Hourly Rate 4.00%	2025 Hourly Rate 4.00%
<b>Level 1:</b>	New Permanent Appointment to the Position after successful completion of Civil Service Testing Requirements	21.35	22.20	23.09	24.01
<b>Level 2:</b>	Four (4) Years' experience in position after permanent appointment from list.	23.56	24.50	25.48	26.50
<b>Level 3:</b>	Eight (8) Years' experience in position after permanent appointment from list.	24.75	25.74	26.77	27.84
<b>Level 4:</b>	Twelve (12) Years' experience in position after permanent appointment from list.	26.01	27.05	28.13	29.25
<b>Level 5:</b>	Sixteen (16) Years' experience in position after permanent appointment from list.	26.78	27.82	28.96	30.12
<b>Level 6:</b>	Twenty (20) Years' experience in position after permanent appointment from list.	27.59	28.69	29.84	31.03

## APPENDIX D. WORK SCHEDULES

- A) Except as revise or amended below, the language of this Collective Bargaining Agreement (CBA) by and between Essex County and the Civil Service Employees, Inc. Local 1000, AFSCME, AFL-CIO, Essex County Sheriff's Department Unit 6800-01 of Essex County Local 816 will continue in effect. The agreed upon work schedule in the Essex County Sheriff's Department for all Sheriff's Department Staff will be utilized by the parties during the term of this current CBA unless mutually agreed otherwise.

### Section 1. Other CBA Provisions

- A) Employees assigned these work schedules shall be paid in accordance with all other provisions of this current CBA as it relates to the following:
- 1) Article 5. Section 1. Thru 8. COMPENSATION
  - 2) Article 9. Section 1. Thru 4. OVERTIME
  - 3) Article 10. Section 1. Thru 11. HOLIDAY, VACATIONS, LEAVES

### Section 2. Work Schedule – Correction Officers

- A) Schedule would be published for the following year before October 1<sup>st</sup>.
- B) The regular workday for each Correction Officer shall consist of a period of twelve hours and twenty (20) minutes briefing time (12.3) consecutive hours within a twenty-four (24) hour period commencing at the start of the employee's scheduled shift, except in an emergency or extenuating circumstance. Time worked over scheduled shifts shall be limited to eighteen (18) hours excepting emergency procedures.
- C) Sufficient time will be given in the event of schedule changes for, but not limited to, special duties, emergencies, training, and extenuating circumstances.
- D) Maintain the current twelve-hour shifts starting at 7:00 AM and 7:00 PM, this allows for twenty-four, seven days a week coverage.
- E) Two Platoons, made of twenty-four officers, broken into:
- 1) Constant day shift
  - 2) Constant night shift
  - 3) Two-week rotation of day and night shift
  - 4) Two-week rotation of night and day shift

Platoon A, Squad 1 - Days						
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
		0700-1900	0700-1900			0700-1900
0700-1900	0700-1900			0700-1900	0700-1900	
Platoon A, Squad 2 - Nights						
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
		1900-0700	1900-0700			1900-0700

<i>1900-0700</i>	<i>1900-0700</i>			<i>1900-0700</i>	<i>1900-0700</i>	
<b>Platoon A, Squad 3 - Rotation</b>						
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
		<i>0700-1900</i>	<i>0700-1900</i>			<i>0700-1900</i>
<i>0700-1900</i>	<i>0700-1900</i>			<i>0700-1900</i>	<i>0700-1900</i>	
		<i>1900-0700</i>	<i>1900-0700</i>			<i>1900-0700</i>
<i>1900-0700</i>	<i>1900-0700</i>			<i>1900-0700</i>	<i>1900-0700</i>	
<b>Platoon A, Squad 4 - Rotation</b>						
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
		<i>1900-0700</i>	<i>1900-0700</i>			<i>1900-0700</i>
<i>1900-0700</i>	<i>1900-0700</i>			<i>1900-0700</i>	<i>1900-0700</i>	
		<i>0700-1900</i>	<i>0700-1900</i>			<i>0700-1900</i>
<i>0700-1900</i>	<i>0700-1900</i>			<i>0700-1900</i>	<i>0700-1900</i>	
<b>Platoon B, Squad 1 - Days</b>						
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
<i>0700-1900</i>	<i>0700-1900</i>			<i>0700-1900</i>	<i>0700-1900</i>	
		<i>0700-1900</i>	<i>0700-1900</i>			<i>0700-1900</i>
<b>Platoon B, Squad 2 - Nights</b>						
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
<i>1900-0700</i>	<i>1900-0700</i>			<i>1900-0700</i>	<i>1900-0700</i>	
		<i>1900-0700</i>	<i>1900-0700</i>			<i>1900-0700</i>
<b>Platoon B, Squad 3 - Rotation</b>						
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
<i>0700-1900</i>	<i>0700-1900</i>			<i>0700-1900</i>	<i>0700-1900</i>	
		<i>0700-1900</i>	<i>0700-1900</i>			<i>1900-0700</i>
<i>1900-0700</i>	<i>1900-0700</i>			<i>1900-0700</i>	<i>1900-0700</i>	
		<i>1900-0700</i>	<i>1900-0700</i>			<i>0700-1900</i>
<b>Platoon B, Squad 4 - Rotation</b>						
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
<i>1900-0700</i>	<i>1900-0700</i>			<i>1900-0700</i>	<i>1900-0700</i>	
		<i>1900-0700</i>	<i>1900-0700</i>			<i>0700-1900</i>
<i>0700-1900</i>	<i>0700-1900</i>			<i>0700-1900</i>	<i>0700-1900</i>	
		<i>0700-1900</i>	<i>0700-1900</i>			<i>1900-0700</i>

F) Selection

- 1) September of each year a list will be available listing the officers by seniority.



- 2) Going in order of seniority recorded, each Officer will meet with a sergeant and select an available position within a platoon and squad.
- 3) Officers name will be recorded on the CO shift selection form.

### Section 3. Work Schedule - Correction Sergeants

- A) Similar to the Correction Officers, with the exception of starting one hour prior to the Correction Officer shift.
- B) Twelve-hour shifts starting at 6:00 AM and 6:00 PM, this allows for twenty-four hour, seven days a week coverage.
- C) Two platoons, made of 3 Sergeants each:
  - 1) Rotates two weeks of days and nights (2 Sergeants)
  - 2) Relief position (1 Sergeant) – Primary assignment will be day shift but will be subject to change based on the needs of the facility, selected by the Sheriff or authorized designee.

Platoon A – Day Shift (Rotation of 2 Weeks)						
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
		0600-1800	0600-1800			0600-1800
0600-1800	0600-1800			0600-1800	0600-1800	
Platoon A – Nights (Rotation of 2 Weeks)						
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
		1800-0600	1800-0600			1800-0600
1800-0600	1800-0600			1800-0600	1800-0600	
Platoon B – Days (Rotation of 2 Weeks)						
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
0600-1800	0600-1800			0600-1800	0600-1800	
		0600-1800	0600-1800			0600-1800
Platoon B – Nights (Rotation of 2 Weeks)						
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
1800-0600	1800-0600			1800-0600	1800-0600	
		1800-0600	1800-0600			1800-0600
Platoon A – Relief (primarily day shift, unless needed for time off coverage)						
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
		Working	Working			Working
Working	Working			Working	Working	
Platoon B – Relief (primarily day shift, unless needed for time off coverage)						
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Working	Working			Working	Working	
		Working	Working			Working

#### Section 4. Copies of Work Schedules – Correction Sergeants

- A) Copies of department work schedules will be developed annually. Seniority in titles will be the factor considered by the Sheriff or his / her designee in scheduling tour assignments subject to the needs of the department and the skills of the employees needed by the department. Said schedule shall be posted monthly as a reminder to all employees by the Sheriff or his / her designee and may be subject to change depending on department needs.

#### Section 5. Work Schedule - Deputy Sheriffs / Deputy Sheriff/Sergeant

- A) Schedule would be published for the following year before October 1<sup>st</sup>.
- B) The regular workday for each Deputy Sheriff shall consist of a period of twelve (12.0) consecutive hours within a twenty-four (24) hour period commencing at the start of the employee's scheduled shift, except in an emergency or extenuating circumstance. Time worked over scheduled shifts shall be limited to eighteen (18) hours except in emergency procedures.
- C) Sufficient time will be given in the event of scheduled changes for, but not limited to, special duties, emergencies, training, and extenuating circumstances.
- D) Two Platoons of equal number of deputy sheriffs, or as close to it as possible.
- E) Shifts will be determined by need but will be established prior to an annual selection of shifts.
- 1) 2022 Deputy Sheriff/Sergeant shifts are as follows:
- a) 0600-1800
- b) 1200-2400
- 2) 2022 Deputy Sheriff shifts are as follows:
- a) 0700-1900
- b) 1200-2400
- c) 1500-0300

Platoon A						
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
		<i>Working</i>	<i>Working</i>			<i>Working</i>
<i>Working</i>	<i>Working</i>			<i>Working</i>	<i>Working</i>	
Platoon B						
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
<i>Working</i>	<i>Working</i>			<i>Working</i>	<i>Working</i>	
		<i>Working</i>	<i>Working</i>			<i>Working</i>

D) Selection

- 1) September of each year a list would be available listing the deputies by seniority.

- 2) Going in order of seniority recorded, each deputy will meet with a sergeant and select an available position within a platoon,
- 3) Deputies name will be recorded on the selection form.

Section 6. Copies of Work Schedules – Deputy Sheriffs/Deputy Sheriff/Sergeant

- A) Copies of department work schedules will be developed annually. Seniority in titles will be the factor considered by the Sheriff or his / her designee in scheduling tour assignments subject to the needs of the department and the skills of the employees needed by the department. Said schedule shall be posted monthly as a reminder to all employees by the Sheriff or his / her designee and may be subject to change depending on department needs.

## APPENDIX E. GENERAL MUNICIPAL LAW SECTION 207-c

### Section 1. Applicability.

- A) Section 207-c of the General Municipal Law provides that any Deputy Sheriff of the Sheriff's Office who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful remedial treatment, shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased, and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness.

### Section 2. Definitions.

- A) As used herein, the following terms shall have the following meanings:

- 1) "County" shall mean the County of Essex.
- 2) "Sheriff" shall mean the Sheriff of Essex County.
- 3) "Claimant" shall mean any sworn Deputy Sheriff of the County of Essex who is injured or taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment.
- 4) "Claims Manager" shall mean a representative of the Personnel Director and the Sheriff who are charged with the responsibility of administering the procedures herein.
- 5) "Section 207-c Benefits" shall mean those benefits which are provided by law including the full amount of the regular salary or wages and medical treatment and hospital care necessitated by reason of such injury or illness, and health insurance.
- 6) "Days" shall mean business days unless otherwise noted.

Procedures - The following procedures shall regulate the application and benefit award process for 207-c benefits:

### Section 3. Application for Benefits

- A) If a Claimant is injured or taken sick as a result of the performance of his duties, Claimant or Claimant's supervisor shall complete and file a written incident report with the Sheriff or his designee within 24 hours of the injury or illness or discovery of the injury or illness. The written report shall be signed by Claimant, if able, and shall act as the application for requesting 207-c eligibility and benefits. Upon sufficient reason, a late application for 207-c benefits may be accepted in the discretion of the Sheriff, which shall not be unreasonably denied.
- 1) The incident report shall include, to the extent practicable, the following information:
    - a) the time, date and place of the incident;
    - b) a detailed statement of the facts surrounding the incident;
    - c) the nature and extent of Claimant's injury or illness;

- d) the name of any possible witness(es) to the incident; and
  - e) the name and address of all of Claimant's treating physicians.
- B) The initial determination of eligibility for 207-c benefits shall be made by the Sheriff or his designee and shall be made within 2 days of receipt of the completed application. The application shall be submitted to the administrative staff from the Law Enforcement Division. The administrative staff shall have the right to investigate the circumstances of the injury or illness. Claimant must cooperate with the investigation and provide all information, reports, and documentation necessary for the county to determine the nature of the illness or injury or whether the Claimant was injured or taken ill in the performance of duty. Failure to cooperate may, in the discretion of the Sheriff, result in the suspension of benefits, which shall not be unreasonably denied.
- C) Claimant shall begin receiving benefits immediately upon filing the application as provided in Section 3 of this procedure unless an initial determination that the Claimant is not entitled to benefits has already been made and the Claimant does not object. These benefits shall not be terminated or interrupted without the benefit of the procedures set forth in Section 10. The receipt of 207-c benefits shall not be deemed to be an admission that the Claimant is entitled to 207-c benefits.
- D) If the Claimant is deemed ineligible for benefits, he shall be entitled to a hearing as described in Section 10. Claimant must file a request for an appeal with the Sheriff within 10 days.
- E) The initial determination shall be mailed to Claimant and the Claims Manager within two business days after the determination is made.
- F) There is a continuing obligation on the part of the Claimant to apprise the Sheriff of any changes in the information related to the incident.

#### Section 4. Authority and Duties of Claims Manager

- A) The Claims Manager shall have the sole and exclusive authority to make a final determination of eligibility for 207-c benefits, subject to the dispute resolution procedure herein.
- B) The Claims Manager shall have the authority to:
- 1) employ experts and specialists to assist in the rendering of the determination of eligibility;
  - 2) require the production of any book, document or other record that pertains to the application or injury;
  - 3) require the Claimant to submit to reasonable medical examinations;
  - 4) require the Claimant to sign forms for the release of medical information that bears upon the application;
  - 5) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
  - 6) do all that is necessary or advisable in the processing of said application.

- C) Claimant has an affirmative obligation to cooperate in every way with the investigation conducted pursuant to this procedure. Failure to cooperate may, in the discretion of the Claims Manager, result in suspension of benefits subject to dispute resolution procedure contained in Section 10.
- D) The Claims Manager shall mail a written copy of the final determination to the Claimant within ten days of the decision. The written copy shall set forth the reasons for the decision. Appeals from the decision of the Claims Manager shall be made within 10 days of the receipt of the decision by the Claimant.

#### Section 5. Medical Treatment

- A) After the filing of an application, the Claims Manager may require a Claimant to submit to a reasonable number of medical or other health examinations as may be directed by the Claims Manager, including examinations necessary to render a final determination of eligibility, examinations or inspections conducted to determine if the Claimant has recovered and is able to perform his regular duties, and/or examinations required to process an application for ordinary and accidental disability retirement. Such treatment may include but is not limited to medical and/or surgical techniques deemed necessary by the appointed physicians. Any Claimant who refuses to accept such medical treatment or fails to cooperate with medical examinations shall be deemed to have suspended rights to benefits from that day forward, subject to Section 10.
- B) Medical Reports - All physicians, specialists and consultants treating a Claimant shall be required to file a copy of any and all reports with the Claims Manager. Physician notes on Claimant's condition and ability to perform his job duties must be updated every thirty (30) days unless the Claimant is deemed to be totally and permanently disabled. The Claimant shall execute all necessary releases and shall be responsible for the filing of said reports. Any report generated by the Claims Manager, or any agent of the Claims Manager, that pertains to a Claimant's case shall be made available for inspection after 10 days of receipt of the report by the County. A copy of any reports shall be made available upon request.
- C) Payment for Medical and Related Services - A Claimant must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment related to injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to incurring the expense.
- D) No claim for surgical operations or physiotherapeutic procedures costing more than \$850.00 shall be paid unless required in an emergency or authorized in advance by the Claims Manager.
- E) Bills for drugs, appliances or other supplies will require filing a copy of the prescription by a doctor with the Claims Manager for the items billed, stating thereon that the items were supplied as a consequence of the injury or illness upon which claim for benefits is based.
- F) Any disputes pertaining to medical treatment shall be resolved pursuant to Section 10 of these procedures.

#### Section 6. Light Duty Assignments

- A) Any Claimant receiving benefits who is not eligible for, or who is not granted, an ordinary or accidental disability retirement or retirement for disability incurred in performance of duty, or

similar accidental disability pension, may be examined by a physician chosen by the Claims Manager to determine the Claimant's ability to perform light duty. Any Claimant deemed able to perform light duty by the Claims Manager may be directed by the Sheriff, in his sole discretion, to perform such light duty for a specified period of time as determined by the Sheriff.

- B) If possible, the light duty assignment shall be made to the Claimant's previously assigned shift.
- C) If the Claimant returns to work in a light duty assignment within 6 months from the beginning of his leave, Claimant shall be given the same days off that he had when the leave commenced, unless otherwise agreed.
- D) A Claimant who disagrees with the order to report for light duty may, within 48 hours after receipt of the order, appeal said order pursuant to Section 10 of these procedures.
- E) Payment of benefits shall be discontinued to any Claimant who fails or refuses to perform light duty after exhaustion of the procedures contained in Section 10.

#### Section 7. Changes in Condition of Claimant

- A) Each Claimant shall be required to notify the Claims Manager of any change in his condition which may enable him to return to normal duties or to be classified as eligible for light duty. This notice shall be made in writing within 48 hours of change.

#### B) Section 8. Right of Perpetual Review and Examination

- C) The Claims Manager shall have the right to review the eligibility of every Claimant throughout the period during which benefits are received. This right shall include, but shall not be limited to:
  - 1) requiring claimant to undergo a reasonable number of medical examinations by physician or physicians chosen by the Claims Manager;
  - 2) requiring Claimant to testify as to his current condition; and
  - 3) requiring Claimant or any other involved parties to provide any documentation, books or records that bear on Claimant's case.

#### Section 8. Termination of Benefits

- A) If, for any lawful reason, including but not limited to all those reasons specified in these procedures, the Claims Manager determines that a Claimant is no longer, or was never, eligible for benefits, the Claims Manager shall terminate such benefits effective the date of the determination of ineligibility. Notice of such termination and the reasons therefor shall be served by mail upon the Claimant and the Sheriff. The Claimant, within ten (10) days after receipt of the notice of termination, may request a hearing to review the decision to terminate benefits. Pending a determination under this Section, the Claimant will continue to receive 207-c benefits. Any benefits paid to a Claimant who is later determined to have been ineligible for all or part of such benefits shall be refunded to the County as set forth in Section 10.

## Section 9. Dispute Resolution

- A) Except where otherwise specifically provided, Claimant shall file all requests for appeals to the Claims Manager in the appropriate form within ten (10) days from the receipt of notice of all contested claims or actions. Contested claims or actions shall be appealed to an independent hearing officer (arbitrator) selected on a rotating basis from a panel agreed to by the parties. If the parties cannot agree upon a panel, they shall select an arbitrator from the American Arbitration Association under its normal rules. The hearing officer's decision shall be final and binding on the County, Union and the Claimant, subject to Article 75 of the Civil Practice Law and Rules. The cost of the hearing officer shall be borne equally by the parties. Parties shall be responsible for the cost of their own attorneys and witnesses.
- B) Absent extenuating circumstances, the hearing shall be held within 30 calendar days of the filing of the appeal. If a hearing officer is unavailable within the 30-calendar day period, the parties agree to go to the next name on the hearing officer list. During the pendency of the disputed claim, the Claimant shall receive 207-c benefits subject to the following.
- C) Absent extenuating circumstances, if the Union or the Claimant is unavailable within the 30-calendar day period, 207-c benefits shall cease at the end of the 30-calendar day period, at which time the Claimant may use accruals or receive Workers' Compensation benefits if eligible. If the Union or the Claimant adjourns the hearing, 207-c benefits shall cease, at which time the Claimant may use accruals or receive Workers' Compensation benefits if eligible.
- D) If there is a medical dispute between Claimant's doctor and the County's doctor as to whether the Claimant is disabled or unable to perform his duties or if medical treatment is needed, the parties agree to submit the medical dispute to an arbitrator selected pursuant to Section 10(A.).
- E) If it is determined that Claimant is ineligible for 207-c benefits, the Claimant shall reimburse the County for any benefits advanced by way of charge to accruals. Claimant may also reimburse the County in the form of a check to the County Treasurer. If the Claimant has insufficient accruals, Claimant shall reimburse the County for monies advanced by way of deduction within 150 calendar days.
- F) The above procedure shall apply to all contested claims and issues, including initial determination, continued eligibility, medical treatment, and medical ability to perform light duty.

## Section 10. Coordination with Workers' Compensation Benefits

- A) Upon payment of 207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the County for periods during which a Claimant received 207-c benefits. If Claimant received any Workers' Compensation benefits which were required to be paid to the County, Claimant shall repay such benefits to the County, or such amounts due may be offset from his salary or any 207-c benefits thereafter. Upon termination of 207-c benefits, any continuing Workers' Compensation benefits shall be payable to Claimant.



#### Section 11. Discontinuation or Reduction of Salary and Wages or Other Benefits

- A) Payment of all 207-c benefits shall be discontinued with respect to any Claimant who is granted an ordinary or accidental disability pension.
- B) Payment of 207-c salary and wages shall be offset by any payments the Claimant receives from the Social Security Administration pertaining to his injury or illness, as required by law.

#### Section 12. Appeals

- A) No dispute arising out of the application of this procedure, or the construction of 207-c shall be subject to the grievance procedure. The appeal procedure herein shall be the exclusive remedy for resolving 207-c disputes.

#### Section 13. Affirmation

- A) This procedure shall supersede all prior 207-c procedures. The parties agree that there will be no changes made to this procedure without negotiation between the parties.

## APPENDIX F. INITIAL ISSUANCE OF UNIFORMS AND EQUIPMENT

### Section 1. Issuance

A) All Corrections and Deputy Sheriff's required to wear a uniform shall receive an initial issue of the following items:

Correction's	Sheriff's	Item	Correction's	Sheriff's	Item
0	1	Class A long sleeve shirt	1	1	Hand cuffs with Keys
0	2	Class A short sleeve shirt	0	1	Raincoat
0	2	Class A pants	1	1	Key Holder
1	2	Class B long sleeve shirt	1	1	Hand cuff case
2	2	Class B short sleeve shirt	4	4	Jail keepers
2	2	Class B pants	1	1	Web duty belt
0	1	Stetson hat	1	1	Glove case
0	1	Hat cover	1	1	Radio holder
1	1	Name tag	1	1	Winter cap
1	1	Collar insignia	0	1	Leather duty belt
1	1	Belt	0	4	Leather keepers
1	1	Badge	0	1	Leather handcuff holder
1	1	Tie	0	1	Holster
1	1	Tie clasp	0	1	Department weapon
1	1	Boots for inside	1	1	Light with holder
0	1	Boots for outside	0	1	Asp with holder
1	1	O.C. spray with holder	0	1	Leather radio holder
1	1	Man-down alarm w/ holder	0	1	Leather Mag Holder
0	1	Bullet proof vest			

- B) The items as listed in the table above shall be replaced by turning in the worn or accidentally damaged items to the Quartermaster, or other such management employee as assigned by the Sheriff. When determined appropriate, management shall issue a replacement item to the employee. The County shall pay the cost of providing such items.
- C) A professional appearance by uniformed and civilian employees of the Sheriff's department must be maintained at all times. The department has developed a strict Uniform and Appearance Policy available within the Administrative Manual as a policy document which is available for inspection by members of the bargaining unit.

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